



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, JULY 01, 2019
7:00 PM AT CITY HALL**

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of June 17, 2019.

Agenda Revisions

Special Order of Business

2. Public hearing on a proposal to undertake a public improvement project for the Cyber Lane-2018 Street Construction Project and to authorize acquisition of private property for said project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published June 21, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
3. Resolution approving a public improvement for the Cyber Lane-2018 Street Construction Project and authorizing acquisition of private property for said project.
4. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the South Main Street Parking Lot Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published June 21, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
5. Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the South Main Street Parking Lot Project.
6. Public hearing on a proposed Agreement for Private Development and conveyance of certain city-owned real estate to Tjaden Properties, L.L.C.
 - a) Receive and file proof of publication of notice of hearing. (Notice published June 21, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
7. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement with Tjaden Properties, L.L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to Tjaden Properties, L.L.C.

Old Business

- [8.](#) Pass Ordinance #2946, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances to be consistent with parking regulations being established, in conjunction with the implementation of recommendations from the Downtown Parking Study, upon its third & final consideration.
- [9.](#) Pass Ordinance #2947, amending Section 26-118 of the Code of Ordinances by removing property located at 2600 Grove Street from the R-3, Multiple Residence District, and placing the same in the C-2, Commercial District, upon its second consideration.
- [10.](#) Pass Ordinance #2948, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on portions of Panther Lane, upon its second consideration.

New Business

Consent Calendar: (The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)

- [11.](#) Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Teri Lynn Jorgensen, Human Rights Commission, term ending 07/01/2022.
 - b) David Glenn-Burns, Metropolitan Bus Board, term ending 06/30/2022.
- [12.](#) Receive and file the Committee of the Whole minutes of June 17, 2019 relative to the following items:
 - a) Sustainability.
 - b) Cash Management Report.
 - c) Bills & Payroll.
- [13.](#) Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Public Safety Officer.
- [14.](#) Receive and file Departmental Monthly Reports of May 2019.
- [15.](#) Approve the following special event related requests:
 - a) Street closure, Abraham Drive, July 4, 2019.
 - b) Accel Triathlon, July 27, 2019.
- [16.](#) Approve the following applications for liquor licenses:
 - a) Amvets, 1934 Irving Street, Class A liquor & outdoor service - renewal.
 - b) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (July 12-14, 2019)

Resolution Calendar: (The following items will be acted upon by roll call vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)

- [17.](#) Resolution approving and authorizing execution of a Two Party Claim Service Agreement with EMC Risk Services, LLC relative to claims adjusting and administration services for the City.
- [18.](#) Resolution approving and authorizing execution of one Owner Purchase Agreement, and approving and accepting one Owner's Temporary Easement for Construction, in conjunction with the West 1st Street Reconstruction Project.
- [19.](#) Resolution approving and accepting one Permanent Drainage Easement and one Temporary Construction Easement, in conjunction with the Walnut Street Box Culvert Replacement - University Branch of Dry Run Creek Project.

- [20.](#) Resolution approving and authorizing execution of an Agreement to Support Economic Development Program of Cedar Falls Community Main Street relative to an FY20 Economic Development Grant.
- [21.](#) Resolution approving and authorizing execution of an Agreement to Support Economic Development Program of Cedar Falls Community Main Street relative to FY20 Self-Supported Municipal Improvement District (SSMID) Funds.
- [22.](#) Resolution approving and authorizing execution of an FY20 Façade Improvement Fund Agreement with Cedar Falls Community Main Street.
- [23.](#) Resolution approving and authorizing execution of an Agreement in Support of the College Hill Partnership relative to an FY20 Economic Development Grant.
- [24.](#) Resolution approving and authorizing execution of an Agreement to Support Economic Development Program of the College Hill Partnership relative to FY20 Self-Supported Municipal Improvement District (SSMID) Funds.
- [25.](#) Resolution approving and authorizing execution of an FY20 Façade Improvement Fund Agreement with College Hill Partnership.
- [26.](#) Resolution approving and authorizing execution of an Agreement to Support "Fulfilling the Vision" Campaign for Economic Vitality of Grow Cedar Valley relative to an FY20 Economic Development Grant.
- [27.](#) Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 2322 Clay Street relative to the Rental to Single Family Owner Conversion Incentive Program.
- [28.](#) Resolution approving submission of an application through the Iowa Homeland Security and Emergency Management Division (HSMED) to the Federal Emergency Management Agency (FEMA) for funding from the Hazard Mitigation Grant Program, and authorizing the local match for the Northern Cedar Falls Flood Buyout Program.
- [29.](#) Resolution receiving and filing, and setting July 15, 2019 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the 2019 Bridge Maintenance Project.

Ordinances

- [30.](#) Pass an ordinance amending certain sections of the Code of Ordinances relative to establishing regulations for events on public property, upon its first consideration.

Allow Bills and Payroll

- [31.](#) Allow Bills and Payroll of July 1, 2019.

City Council Referrals

City Council Updates

Public Forum. (Speakers will have one opportunity to speak for up to 5 minutes on topics germane to City business.)

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, JUNE 17, 2019
REGULAR MEETING, CITY COUNCIL
MAYOR JAMES P. BROWN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, in the City Hall at Cedar Falls, Iowa, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Absent: None.

- 52368 - It was moved by Kruse and seconded by Wieland that the minutes of the Regular Meeting of June 3, 2019 be approved as presented and ordered of record. Motion carried unanimously.

- 52369 - City Clerk Danielsen announced that Item 29 was being removed from the Resolution Calendar.

- 52370 - Mayor Brown announced that in accordance with the public notice of June 7, 2019, this was the time and place for a public hearing on the proposed rezoning from R-3, Multiple Residence District, to C-2, Commercial District, of property located at 2600 Grove Street. It was then moved by Darrah and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 52371 - The Mayor then asked if there were any written communications filed to the proposed rezoning. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner II Lehmann provided brief comments on the proposed rezoning. There being no one else present wishing to speak about the proposed rezoning, the Mayor declared the hearing closed and passed to the next order of business.

- 52372 - It was moved by Miller and seconded by Kruse that Ordinance #2947, amending Section 26-118 of the Code of Ordinances by removing property located at 2600 Grove Street from the R-3, Multiple Residence District, and placing the same in the C-2, Commercial District, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

- 52373 - It was moved by Blanford and seconded by Miller that Ordinance #2944, amending Chapter 2, Administration, and Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to updating terminology, in conjunction with the implementation of recommendations from the Downtown Parking Study, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2944 duly passed and adopted.

52374 - It was moved by Darrah and seconded by Blanford that Ordinance #2945, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing parking regulations, in conjunction with the implementation of recommendations from the Downtown Parking Study, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2945 duly passed and adopted.

52375 - It was moved by Wieland and seconded by Miller that Ordinance #2946, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances to be consistent with parking regulations being established, in conjunction with the implementation of recommendations from the Downtown Parking Study, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52376 - It was moved by Kruse and seconded by deBuhr that the following items and recommendations on the Consent Calendar be received, filed and approved:

Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:

- a) Brian Hayes, Historic Preservation Commission, term ending 03/31/2022.
- b) Michael Mahncke, Historic Preservation Commission, term ending 03/31/2022.
- c) Debra lehl, Utilities Board of Trustees, term ending 08/31/2025.
- d) Brooke Croshier-Sidebotham, Visitors & Tourism Board, term ending 07/01/2022.
- e) Amy Dutton, Visitors & Tourism Board, term ending 07/01/2022.
- f) Doug Johnson, Visitors & Tourism Board, term ending 07/01/2022.

Receive and file the Committee of the Whole minutes of June 3, 2019 relative to the following items:

- a) Utilities Board of Trustees Interview - Debra lehl.
- b) Grow Cedar Valley Update.
- c) Monument Mailboxes.
- d) Bills & Payroll.

Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Equipment Mechanic.

Receive and file two Reports of Compensation Commissioners and Notices of Appraisalment of Damages and Time for Appeal, in conjunction with the West 1st Street Reconstruction Project.

Approve a request for street closures for the Sturgis Falls Half Marathon and 5K Run on June 30, 2019.

Approve the following applications for cigarette/tobacco/nicotine/vapor permits:

- a) B & B West, 3105 Hudson Road.
- b) Buzz Smoke & Vapor, 2125 College Street.
- c) Dollar General Store, 2921 Center Street.
- d) Hill Street News and Tobacco, 2217 College Street.
- e) Prime Mart, 2728 Center Street.
- f) The Smoking Dragon (f/k/a The Dragon's Cave), 2225 College Street.

Approve the following applications for beer permits and liquor licenses:

- a) King Star, 2228 Lincoln Street, Class C beer & Class B native wine - renewal.
- b) Hong Kong Chinese Restaurant, 6306 University Avenue, Special Class C liquor - renewal.
- c) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C liquor - renewal.
- d) Texas Roadhouse, 5715 University Avenue, Class C liquor - renewal.
- e) Holiday Inn Express & Suites, 1614 Technology Parkway, Class C beer - new.
- f) Famous Dave's, 6222 University Avenue, Class C liquor - new.

Motion carried unanimously.

- 52377 - It was moved by Kruse and seconded by Blanford that the following resolutions be introduced and adopted:

Resolution #21,575, approving and authorizing execution of an Engagement Letter with Eide Bailly, LLP to perform the audit of the City's FY19 financial statements and compliance with federal award programs.

Resolution #21,576, approving and authorizing execution of an Agreement for Textile Services with City Laundering Company relative to providing linen services.

Resolution #21,577, approving and authorizing execution of an Administrative Services Agreement with Wellmark Blue Cross and Blue Shield relative to the City's FY20 Employee Health Plan.

Resolution #21,578, approving a Stop Loss Policy with Wellmark, Inc. relative to the City's FY20 Employee Health Plan.

Resolution #21,579, approving and authorizing execution of a Client Agreement with Express Scripts, Inc. relative to pharmacy benefit management services.

Resolution #21,580, approving and authorizing execution of a Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services, Inc. relative to FY20 insurance brokerage and risk management services.

Resolution #21,581, approving and adopting the City's FY20 Fee Schedule.

Resolution #21,582, approving and accepting a Quit Claim Deed, in conjunction with the Ridgeway Avenue Reconstruction Project.

Resolution #21,583, approving and authorizing execution of Supplemental Agreement No. 8 to the Professional Service Agreement with Snyder & Associates, Inc. for 2019 Engineering Services relative to the Greenhill Road Extension Lighting Project.

Resolution #21,584, approving and adopting revised Bylaws for the Historic Preservation Commission.

Resolution #21,585, approving and accepting a Lien Notice and Special Promissory Note for property located at 1600 West 3rd Street relative to the Rental to Single Family Owner Conversion Incentive Program.

Resolution #21,586, approving and accepting a Lien Notice and Special Promissory Note for property located at 620 Tremont Street relative to the Rental to Single Family Owner Conversion Incentive Program.

Resolution #21,587, setting July 1, 2019 as the date of public hearing on a proposal to undertake a public improvement project for the Cyber Lane-2018 Street Construction Project and to authorize acquisition of private property for said project.

Resolution #21,588, receiving and filing, and setting July 1, 2019 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the South Main Street Parking Lot Project.

Resolution #21,589, setting July 1, 2019 as the date of public hearing to consider entering into a proposed Agreement for Private Development and to consider conveyance of certain city-owned real estate to Tjaden Properties, L.L.C.

Resolution #21,590, setting July 2, 2019 as the date of consultation and directing mailing of notice of consultation, and setting August 19, 2019 as the date of public hearing, directing publication of notice of hearing, directing the mailing of notice of hearing, and approving pre-annexation agreements for application for voluntary annexation of real estate to the City of Cedar Falls.

Resolution #21,591, appointing City Councilmember Susan deBuhr as a representative of the City of Cedar Falls for a Consultation with representatives of the Black Hawk County Board of Supervisors and the Cedar Falls Township Trustees relative to applications for voluntary annexation of certain real estate to the City of Cedar Falls.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,575 through #21,591 duly passed and adopted.

52378 - It was moved by deBuhr and seconded by Blanford that Resolution #21,592, approving and adopting the City's FY20 Appropriations Resolution, be adopted. Following a question by Councilmember Green and response by City

Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,592 duly passed and adopted.

- 52379 - It was moved by Wieland and seconded by Green that Resolution #21,593, naming official depositories for the City of Cedar Falls, be adopted. Following comments by Councilmembers Blanford and Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Darrah, Wieland, Green. Nay: None. Abstain: Blanford. Motion carried. The Mayor then declared Resolution #21,593 duly passed and adopted.
- 52380 - It was moved by Darrah and seconded by Miller that Resolution #21,594, approving and authorizing execution of a Memorandum of Agreement with Waterloo Convention & Visitors Bureau, Inc. relative to the preparation of a Visitor Guide, be adopted. Following a comment by Councilmember Green and response by Municipal Operations and Programs Director Ripplinger, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland. Nay: Green. Motion carried. The Mayor then declared Resolution #21,594 duly passed and adopted.
- 52381 - It was moved by deBuhr and seconded by Blanford that Ordinance #2948, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on portions of Panther Lane, be passed upon its first consideration. Following supportive comments by Carol Shelton, 3528 Panther Lane, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52382 - It was moved by deBuhr and seconded by Blanford that the bills and payroll of June 17, 2019 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52383 - Municipal Operations and Programs Director Ripplinger provided an update on items removed from City cemeteries.

Public Safety Services Director Olson announced the Public Safety facility Open House on June 24th from 4-7 P.M.

City Administrator Gaines announced the recent Insurance Service Organization (ISO) rating of Class 3, placing Cedar Falls in the top 3.5% of fire departments in Iowa, and congratulated public safety staff, City Council and Mayor on their work and commitment to achieve this rating.

At the request of Councilmember Green, Municipal Operations and Programs

Director Ripplinger provided an update regarding added staff at the compost facility to prevent illegal dumping.

- 52384 - Mayor Brown responded to comments and questions by Pastor Dave Kivett, 1115 Oak Park Boulevard, regarding steps the City is taking to address disparity and inequality in the community.

Rosemary Beach, 5018 Sage Road, announced the College Hill Arts Festival June 21-22 and Sturgis Falls Celebration June 26-30.

Penny Popp, 4805 South Main Street, spoke about volunteering and expressed appreciation to all volunteers and Mayor Brown for volunteering to read to children at Story Time.

City Attorney Rogers and Councilmember Wieland responded to comments by Jim Skaine, 2215 Clay Street, regarding his belief that Ordinance #2824 and the 2014 reorganization of City operations to be null and void, and requested that the term "germane" be removed from Council proceedings.

- 52385 - It was moved by Darrah and seconded by Green that the meeting be adjourned at 7:44 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Terra Ray, Engineer Technician II

DATE: June 27, 2019

SUBJECT: Cyber Lane, 2018 Street Construction Project
Project Number RC-000-3141

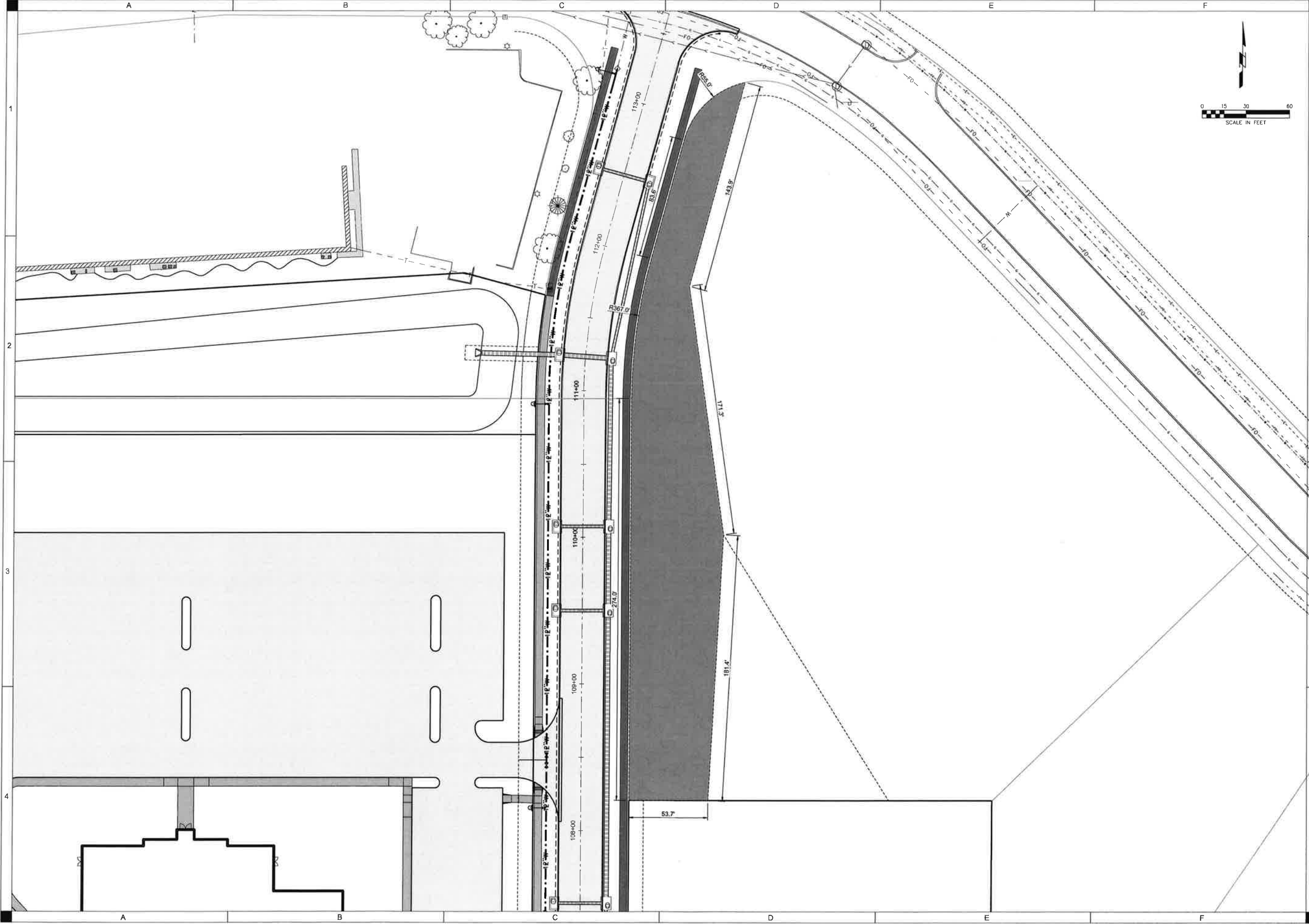
The City of Cedar Falls is planning to construct Cyber lane from Technology Parkway south approximately 400'. The project will require the acquisition of a temporary construction easement from one property for this project.

Iowa law requires that the City Council hold a public hearing to authorize proceeding with the project, including the purchase of right of way. The public hearing offers an opportunity for the public, especially those from whom the easements will be purchased, to comment on the project.

We recommend that the Council hold a Public Hearing on July 1, 2019, to be held at the regularly scheduled City Council meeting.

xc: Chase Schrage, Principal Engineer

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Date: 05/08/2018



EASEMENT EXHIBIT

DRAWN: EAV
APPROVED: CHH
ISSUED FOR: EXHIBIT
DATE: 05/08/2018
PROJECT NO: 2171620
FIELD BOOK: --
CLIENT NO: --

**PRELIMINARY
- NOT FOR
CONSTRUCTION**

GATEWAY BUSINESS PARK AT CEDAR FALLS I
CYBER LANE INFRASTRUCTURE

RUSSELL CONSTRUCTION
GATEWAY BUSINESS PARK AT CEDAR FALLS, CEDAR FALLS, IA

SHIVEHATTERY
ARCHITECTURE+ENGINEERING

316 Second Street SE Suite 500 | Cedar Rapids, Iowa 52401
319.364.0227 | fax: 319.364.4251 | www.shivehattery.com
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DEPARTMENT OF COMMUNITY DEVELOPMENT

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MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Ben Claypool, PhD, EI, Civil Engineer II

DATE: June 26, 2019

SUBJECT: South Main Street Parking Lot Project
Project No. PL-159-3202
Public Hearing

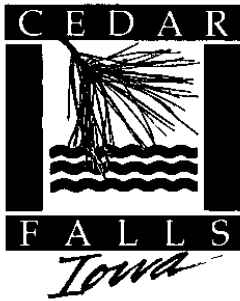
This project involves the construction of a small parking lot to provide public access to the Cedar Prairie Trail on South Main Street, just west of Oregon Road. There will be 8 standard and 1 handicap accessible parking stalls. This project also includes the construction of approximately 500 feet of PCC shoulder along South Main Street from Oregon Road north to the Highway 58 Bridge. This work includes removal of existing granular shoulder, construction of PCC shoulder, construction of a PCC parking lot, and construction of a drainage swale. Work will include parking lot construction, drainage channel grading, temporary HMA shoulders, PCC shoulders, and a driveway replacement.

The total estimated cost for the construction of this project is \$104,937.00. The project will be funded with the general obligations fund.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Community Development Department.

att

xc: Stephanie Houk Sheetz, Director of Community Development
Chase Schrage, Principal Engineer



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
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MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 27, 2019
SUBJECT: Tjaden Properties, L.L.C. (Air King Filtration, Inc.) Economic Development Project

INTRODUCTION

For the past several months, staff has been working with Brett Tjaden with Tjaden Properties, L.L.C. (Air King Filtration, Inc.) toward the construction of a new 19,050 square foot building for a new manufacturing/shop facility. The company is currently located in the industrial park at 5200 Nordic Drive within an approximate 10,000 square foot space that they are currently leasing. Over the past several years the company has seen growth that has led them to consider constructing and owning a larger building within the industrial park. The proposed project will occur on Parcel "A" of West Viking Road Industrial Park Phase IV (2.70 acres total of which approximately 2.40 acres is buildable after setback and open space requirement). This new facility will have a minimum building valuation and permit valuation of \$1,300,000 and a total project minimum assessed valuation of \$1,477,000 (including land).

DESCRIPTION OF PROJECT

As noted in the Introduction, the proposed building will be constructed and owned by Tjaden Properties, L.L.C., and will consist of a 19,050 square foot building to be located along Technology Parkway, west of Production Drive in the West Viking Road Industrial Park. The proposed project will have a minimum building valuation of \$1,300,000, and a total project valuation including land of \$1,477,000. Tjaden Properties, L.L.C. will commence construction this summer with completion anticipated within 9-12 months.

COMPANY PROFILE

Air King Filtration, Inc. was founded as Iowa Distributing Co., Inc. in 1978, with the business being based in the Cedar Valley since its' inception. The company manufactures industrial air cleaning equipment that is utilized in metal fabrication facilities, machine shops, body shops, farm shops, art studios, and a variety of other

markets in North America. The Air King line of air cleaners is sold via their network of some 50 distributors throughout the U.S. and Canada to end customers such as Caterpillar, Tesla Motors, Richard Childress Racing, Oshkosh Corporation, Lubrizol and Ashley Furniture to name a few.

The company has now outgrown their leased space at 5200 Nordic Drive in the Cedar Falls Industrial Park and needs to have a larger building that provides room for expansion in the future. Air King Filtration, Inc. currently has 5 employees in Cedar Falls but hopes to increase this in the future as their business continues to grow.

More information about Air King Filtration, Inc. can be found at their company website www.AirKingFiltration.com.

ECONOMIC DEVELOPMENT INCENTIVES

Land Incentive

For the proposed Tjaden Properties, L.L.C. project, the company would receive at no cost, Parcel “A” of West Viking Road Industrial Park Phase IV (2.70 acres total of which approximately 2.40 acres is buildable after setback and open space requirement) in the West Viking Road Industrial Park. This land incentive is consistent with our general industrial economic incentive guidelines of providing one acre of non-restricted building area for each 10,000 +/- square feet of new building space being constructed having a minimum \$40 per square foot valuation. Therefore, staff feels that the proposed 19,050 square foot facility with a \$1,300,000 minimum building valuation is consistent with prior City land incentives for comparable projects.

Industrial Partial Property Tax Exemption

Consistent with our ongoing local economic development incentive guidelines, the City of Cedar Falls typically will consider a Five-Year Partial Property Tax Exemption on projects having a minimum assessed valuation of \$1,200,000+. Section 8.11 of the Agreement for Private Development references sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances and Chapter 427B of the Iowa Code with respect to the provisions of the applicable partial property tax exemption. For the proposed Tjaden Properties, L.L.C project, the following exemption schedule is estimated using the existing industrial tax rate/valuation and projecting annual property taxes of \$44,173:

<u>Year</u>	<u>% Exemption</u>	<u>\$ Abated</u>	<u>\$ Amount Paid</u>	<u>\$ Total Taxes</u>
1	75%	\$33,129	\$11,043	\$44,173
2	60%	\$26,504	\$17,669	\$44,173
3	45%	\$19,878	\$24,295	\$44,173
4	30%	\$13,252	\$30,921	\$44,173
5	15%	\$6,626	\$27,547	\$44,173
		<u>\$99,388</u>	<u>\$121,475</u>	<u>\$220,863</u>

It should be noted that following City Council consideration of the Agreement for Private Development, an actual Ordinance will be drafted and adopted implementing the proposed exemption schedule noted above. The Ordinance granting the applicable partial property tax exemption will be presented to City Council once construction of the new Tjaden Properties, L.L.C. facility has commenced.

Conclusion

As this memorandum indicates, Tjaden Properties, L.L.C. is proposing to construct a new 19,050 square foot manufacturing/shop facility on Parcel "A" of West Viking Road Industrial Park Phase IV (2.70 acres total of which approximately 2.40 acres is buildable after setback and open space requirement). The proposed new construction building project will have a minimum building permit valuation of \$1,300,000 and a total Minimum Assessed Valuation of \$1,477,000 including land. Construction would commence this spring/summer with completion anticipated in approximately 9-12 months.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and Tjaden Properties, L.L.C. has been reviewed by Kevin Rogers, City Attorney, and is attached for your review and approval.

RECOMMENDATION

The Community Development Department recommends that the City Council adopt and approve the following:

1. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and Tjaden Properties, L.L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to Tjaden Properties, L.L.C.

If you have any questions regarding the proposed Tjaden Properties, L.L.C. economic development project, please contact the Community Development Department.

xc: Ron Gaines, P.E., City Administrator



Tjaden Properties, LLC
19,050 sq. ft.
Manufacturing/Shop Facility



Project Location

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT AND A MINIMUM ASSESSMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND TJADEN PROPERTIES, L.L.C., AND APPROVING AND AUTHORIZING EXECUTION OF A QUIT CLAIM DEED CONVEYING TITLE TO CERTAIN REAL ESTATE TO TJADEN PROPERTIES, L.L.C.

WHEREAS, by Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,079 on May 7, 2018 (Ordinance No. 2923), and amended a seventh time by Resolution No. 21,368 on December 17, 2018, the City Council has approved and adopted an urban renewal plan designated as the "Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan" (the "Urban Renewal Plan"); and

WHEREAS, it is desirable that properties within the Urban Renewal Plan be developed as part of the overall development area covered by said Plan; and

WHEREAS, the City has received a proposal from Tjaden Properties, L.L.C. ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of a Manufacturing/Shop Facility totaling at least 19,050 square feet of finished space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City provide certain financial incentives for the urban renewal project under the terms and following satisfaction of the

conditions set forth in the Agreement, consisting of conveyance of title to the Development Property to the Developer, the Development Property being legally described as follows:

Parcel "A" of "Replat of Lot 16 and Tract "B", West Viking Road Industrial Park Phase IV" in the City of Cedar Falls, Black Hawk County, Iowa. (Contains 2.70 acres more or less).

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make loans and grants and to convey real property to developers for economic development purposes in furtherance of the objectives of an urban renewal project and to appropriate such funds, make such expenditures and convey such real property as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into a Minimum Assessment Agreement (the "Minimum Assessment Agreement"), whereby the minimum actual taxable value of the improvements to be constructed thereon would be established at an amount not less than \$1,477,000.00 for a period through December 31, 2031; and

WHEREAS, the Council hereby finds and determines that the Agreement is in the best interests of the City and the residents thereof, and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 403 and 15A of the Iowa Code, taking into account the factors set forth in Chapter 15A, to-wit:

- a) Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b) Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c) Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d) Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, the Council hereby finds and determines that the requirements of Iowa Code Section 403.8 with respect to the transfer of property in an urban renewal area are satisfied insofar as the Development Property is being disposed of for the purpose of

development of an industrial building (see Iowa Code Section 403.8(2)(b)), and because the terms of the Minimum Assessment Agreement satisfy the safe harbor contained in Iowa Code Section 403.8(3).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to conveyance of the Development Property to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of chapters 403 and 15A of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including but not limited to execution and delivery of a Quit Claim Deed conveying title to the Development Property to the Developer.

Section 3. That the form and content of the Minimum Assessment Agreement, the provisions of which are incorporated herein by reference, be and the same are hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Minimum Assessment Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Minimum Assessment Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Minimum Assessment Agreement, as executed.

PASSED AND APPROVED this _____ day of _____, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

THE CITY OF CEDAR FALLS, IOWA

AND

TJADEN PROPERTIES, L.L.C.

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AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2019, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019 (Chapter 403 hereinafter called "Urban Renewal Act"); and TJADEN PROPERTIES, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 4127 Maryhill Drive, Cedar Falls, Iowa 50613.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area ("Area" or "Urban Renewal Area") as set forth in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended ("Plan" or "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Black Hawk County, Iowa; and

WHEREAS, the Developer desires to acquire certain real property located in the foregoing Urban Renewal Plan and as more particularly described in Exhibit A annexed hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to develop the Development Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with this Agreement by constructing certain Minimum Improvements (as hereafter defined) on the Development Property; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the residents of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all appendices hereto, as the same may be from time to time modified, amended or supplemented.

Assessment Agreement means the Minimum Assessment Agreement substantially in the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article VI of this Agreement.

Assessor's Minimum Actual Value means the agreed minimum actual taxable value of the Minimum Improvements to be constructed on the Development Property for calculation and assessment of real property taxes as set forth in the Assessment Agreement.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City or Cedar Falls means the City of Cedar Falls, Iowa, or any successor to its functions.

Code of Iowa means the Code of Iowa, 2019, as amended.

Commencement Date means the date of the issuance by the City of a building permit for the Minimum Improvements.

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Development Property; the plans (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); and (7) landscape plan.

County means the County of Black Hawk, Iowa.

Deed means the form of Quit Claim Deed substantially in the form contained in Exhibit G attached hereto, by which the City shall convey the Development Property to the Developer.

Developer means Tjaden Properties, L.L.C.

Development Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Project Plan of the City described in Exhibit A hereto.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Industrial Use Manufacturing/Shop Facility means the Minimum Improvements.

Minimum Improvements shall mean the construction of an Industrial Use Manufacturing/Shop Facility totaling at least 19,050 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto, including the land.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance shall mean Ordinance(s) of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided, with a portion of said taxes to be paid into the Urban Renewal Tax Increment Revenue Fund, referred to and authorized by Section 403.19(2) of the Code of Iowa.

Project shall mean the construction and operation of the Minimum Improvements, as described in this Agreement and the Exhibits hereto.

State means the State of Iowa.

Tax Increments means the property tax increment revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Tax Increment

Revenue Fund, under the provisions of Section 403.19 of the Code of Iowa and the Ordinance.

Termination Date means the date of expiration of the Assessment Agreement, as provided in Section 11.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the Party claiming the delay).

Urban Renewal Area means the area included within the boundaries of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended.

Urban Renewal Plan means the Urban Renewal Plan approved in respect of the Cedar Falls Unified Highway 58 Urban Corridor Renewal Plan, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

- (a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) This Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Developer, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

- (d) The City has not received any notice from any State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the City is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (e) The City will cooperate fully with the Developer in resolution of any building, traffic, parking, trash removal or public safety problems which may arise in connection with the design, construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (f) The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.
- (g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (h) The Development Property is zoned “M-1-P, Planned Industrial District”. The “M-1-P, Planned Industrial District” zoning classification permits by right the construction, equipping and operation of the Minimum Improvements.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

- (a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

- (b) The Developer desires to construct an Industrial Use Manufacturing/Shop Facility ("Minimum Improvements") on the 2.70 acre Development Property, which is to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A.
- (c) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.
- (e) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the ability of Developer to perform its obligations under this Agreement.
- (f) The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations, except for variances necessary to construct the Minimum Improvements contemplated in the Construction Plans.
- (g) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

- (h) The construction of the Minimum Improvements will require a total investment of not less than One Million Three Hundred Thousand Dollars and no/100 Dollars (\$1,300,000.00), and a taxable valuation of One Million Four Hundred Seventy Seven Thousand Dollars and no/100 Dollars (\$1,477,000) is reasonable for the Minimum Improvements and the land that together comprise the Development Property.
- (i) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (j) The Developer has equity funds and/or has commitments for financing in amounts sufficient to successfully complete the construction of the Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.
- (k) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (l) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by the 1st day of September, 2020.
- (m) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Agreement.
- (n) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any

member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than One Million Three Hundred Thousand Dollars and no/100 Dollars (\$1,300,000.00).

Section 3.2 Building Permit Valuation Amount. The Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of One Million Three Hundred Thousand Dollars and no/100 Dollars (\$1,300,000.00), by no later than the 1st day of September, 2019.

Section 3.3. Construction Plans. The Developer shall cause Construction Plans to be provided for the Minimum Improvements which shall be subject to approval by the City as provided in this Section 3.3. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations, except for variances the Developer and the City agree are necessary to construct or operate the Minimum Improvements. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (c) to the best of City's knowledge, the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.3 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted by the Developer to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken by no later than the 1st day of September, 2019, and completed (i) by no later than the 1st day of September, 2020, or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. However, an extension of the completion of the Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction.

Section 3.5. Certificate of Completion. Upon written request of the Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish the Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of the Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Black Hawk County Recorder's office at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.5, the City shall, within twenty (20) days after written request by the Developer, provide to the Developer a written statement indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

Section 4.1. Restrictions on Use. The Developer shall:

- (a) Use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan until the Termination Date; and
- (b) Not discriminate upon the basis of race, creed, color, sex, gender, sexual orientation, gender identity, religion, age, disability or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in subdivisions (a) and (b) of this Section shall remain in effect only through the Termination Date.
- (d) It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. INSURANCE AND CONDEMNATION

Section 5.1. Insurance Requirements.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):
 - (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;
 - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy, with limits against bodily injury and property damage of at least \$2,000,000. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.
 - (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on) insurance as follows:
 - (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal,

and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City.

- (ii) Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$2,000,000.
 - (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.
- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a

certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

- (d) Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.
- (e) The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

Section 5.2. Condemnation. In the event that title to and possession of the Minimum Improvements or any other material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the City), so long as the Assessment Agreement shall remain in effect, the Developer or his successor shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.

Section 5.3. Reconstruction or Payment. Upon receipt of any Condemnation Award or property insurance proceeds, the Developer shall use the entire Condemnation Award to reconstruct the Minimum Improvements (or, in the event only a part of Minimum Improvements have been taken, then to reconstruct such part) upon the Development Property or elsewhere within the Project Area.

ARTICLE VI. ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Agreement, an Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto, specifying the Assessor's Minimum Actual Value for the Minimum Improvements to be constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to a minimum actual taxable value for the Minimum Improvements and the land that together comprise the Development Property, which will result in a

minimum actual taxable value as of January 1, 2021, of not less than One Million Four Hundred Seventy Seven Thousand Dollars and no/100 Dollars (\$1,477,000.00) (such minimum actual taxable value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual taxable value to the Minimum Improvements or the land, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual taxable value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual taxable value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until the 31st day of December, 2031 (the "Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as any prior encumbrancer consenting thereto.

Section 6.2. Maintenance of Properties. The Developer will maintain, preserve and keep the Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions, until the Termination Date.

Section 6.3 Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.4. Compliance with Laws. The Developer will comply with all laws, rules and regulations relating to the Minimum Improvements, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the Developer's business, property, operations, or condition, financial or otherwise. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.5. Real Property Taxes. The Developer shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by it.

The Developer and its successors agree that prior to the Termination Date:

- (a) It will not seek any tax exemption (except as may be granted under Section 8.8 of this Agreement), either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.
- (c) It will not seek any tax deferral or abatement, except reimbursement, if any, that is specifically provided for in this Agreement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

Section 6.6. Sales Tax. The Developer shall pay all sales tax payable with respect to the Minimum Improvements.

Section 6.7. Utility Usage. The Developer agrees for itself and its successors and assigns, specifically including all commercial tenants and all other persons, firms or other entities operating any business on the Development Property or any portion thereof, that for all periods up to the Termination Date that all utility needs for the Industrial Use Warehouse/Office Facility shall be furnished from City-owned utilities, including electricity, natural gas, water, sanitary sewer, cable television, internet and other fiber-optic communications, including telephony (if and when telephony is available through City-owned utilities). Although this shall be the sole source for such utility services, the Developer and its successors and assigns, as defined and described in this section, shall not, however, have any obligation or duty to use or take any minimum amount, and shall have no obligation to pay any amount in excess of the generally applicable rates for like users based upon actual use.

Section 6.8. Annual Certification. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been

paid for the prior fiscal year; and (b) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2021, and ending on November 1, 2032, both dates inclusive.

Section 6.9. Use of Tax Increments. The City shall be free to use any and all Tax Increments collected in respect of the Development Property for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act; and the City shall have no obligations to the Developer with respect to the use of such increments.

Section 6.10. Opinion of Counsel. Concurrent with execution of this Agreement, Developer shall cause its counsel to execute and deliver to City an Opinion of Counsel substantially in the form and of the content of Exhibit E attached hereto.

Section 6.11. Provisions To Be Included In Leases Covering Development Property. The Developer agrees to include provisions in each commercial lease agreement the Developer enters into with any tenant that will occupy the Development Property or operate a business thereon, for all periods up to the Termination Date, which provide as follows: (a) that tenant acknowledges that the leased premises are part of the Development Property and are subject to the terms and conditions of this Agreement; (b) that this Agreement is binding upon Developer's successors and assigns, specifically including all commercial tenants; (c) that certain of the terms and conditions of this Agreement specifically impact the tenant's use of and conduct of its business operations on the Development Property, which terms and conditions include, but are not necessarily limited to, Sections 4.1, 5.1(b), 6.2, 6.7, 7.2, 7.3 and 11.2; and (d) that the tenant agrees to operate its business and conduct its operations on the Development Property in a manner consistent with all of the terms and conditions of this Agreement.

Section 6.12. Relocation. Developer agrees and covenants that it shall not, absent written consent from the City, sell or lease the Minimum Improvements or Development Property to any enterprise that is relocating ("Relocating") to the City from another part of Black Hawk County or a contiguous county during the term (the "Term") of this Relocation provision (the "Relocation Provision"). "Relocating" or "Relocation" means the closure or substantial reduction of an enterprise's existing operations in one area of the State and the initiation of substantially the same operation in the same county or a

contiguous county in the State. The Term of this Relocation Provision will expire on the Termination Date as described in Section 11.9(a). In general, urban renewal incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives between the city where the business is currently located and the city to which the business is Relocating, either specific to this Project or in general (i.e., a fair play or neutrality agreement), or if the City finds that the use of tax increments in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of the State and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of the Relocation Provision, as determined by the City in its sole discretion, such action shall be deemed an Event of Default under this Agreement, and, in addition to any remedies set forth in Section 10.2:

- (i) Developer shall be ineligible to receive any future property tax abatements that are provided for under Section 8.11 of this Agreement;
- (ii) Developer shall be responsible for paying the City an amount equal to the property tax abatements received by Developer under Section 8.11 of this Agreement, with interest thereon at the highest rate permitted by State law; and
- (iii) If Developer received all or a portion of the Development Property from the City for less than the full fair market value of the Development Property (“Full Value”), then the Developer shall pay the City the difference between the Full Value of the Development Property and what the Developer actually paid the City for such property. At the request of the City (which request need not be in writing), the Full Value of the Development Property shall be established by a licensed, certified appraiser to be selected by the City. Developer shall be responsible for paying any fees or costs associated with obtaining such appraisal.

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Representation As to Development. The Developer represents and agrees that the purchase and improvement of the Development Property, and the other undertakings pursuant to this Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further acknowledges:

- (a) the importance of the development of the Development Property to the general welfare of the community;

- (b) the substantial financing and other public aids that have been made available by law and by the City for the purpose of making such development possible; and
- (c) the fact that any act or transaction involving or resulting in a significant change of control of the development, is for practical purposes a transfer or disposition of the Development Property then owned and operated by the Developer, and the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer.

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. Except as otherwise expressly provided for in Section 7.4, Transfer of Interest in Developer or Transfer of Development Property to Permitted Transferees, for the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that in addition to the provisions of Section 6.12 of this Agreement, prior to termination of the Termination Date:

- (a) Except only for (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Minimum Improvements under this Agreement, (ii) leases to commercial tenants for all or a portion of the Minimum Improvements, and (iii) any other purpose authorized by this Agreement, the Developer (except as so authorized) has not made or created, and that the Developer will not, prior to the Termination Date, make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.
- (b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:
 - (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part).

- (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, That the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or exempt such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements; it being the intent of this provision, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Development Property and the construction of the Minimum Improvements that the City would have had, had there been no such transfer or change.
- (3) Except leases to commercial tenants for all or a portion of the Minimum Improvements as provided in subsection (a)(ii) of this section, there shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the Developer in writing.

Provided, further, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

Section 7.3. Approvals. Any approval of a transfer of interest in the Developer, this Agreement, or the Development Property required to be given by the City under this Article VII may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement and its statutory duty, as owner, to pay ad valorem real property taxes assessed with respect to the Development Property, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Minimum Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferee. Notwithstanding the provisions of Sections 7.2 and 7.3, the City and the Developer agree that a transfer of ownership of the Development Property to a newly established corporation or limited liability company the ownership of which consists solely of the members of Developer (the “Permitted Transferee”), shall not trigger the provisions of Section 7.2 or Section 7.3, provided, however, that any transfer of the Development Property to the Permitted Transferee shall require the Permitted Transferee to agree in writing with the City (a) to expressly assume all of the obligations of the Developer under this Agreement, and (b) to agree to be subject to all of the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to only part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part). Upon execution of an agreement in writing by the Permitted Transferee that (a) assumes all of the obligations of the Developer under this Agreement and (b) agrees to be subject to all of the conditions and restrictions to which the Developer is subject, the transfer of the Development Property, or the part thereof, shall be deemed approved upon delivery of such written assumption agreement to the City Clerk of the City.

ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS

Section 8.1 Conveyance of Development Property. Subject to hearing and authorization required under law, the City shall make a conveyance of title to the Development Property to Developer without any additional consideration other than the Developer’s covenants as contained in this Agreement.

Section 8.2 Form of Deed. The City shall convey clear title to the Development Property to the Developer by Quit Claim Deed (hereinafter called the “Deed”). Such conveyance and title shall be subject to the conditions, covenants and restrictions contained in the Urban Renewal Plan and this Agreement, shall be subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record, but shall otherwise be free and clear of all other liens and encumbrances of record.

Section 8.3. Condition of the Property; Care and Maintenance. As of Closing, Developer agrees to take the Development Property "As Is." The City makes no warranties or representations as to the condition of the Development Property. The City and Developer acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Development Property for Developer's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Development Property. Any geological or other inspection of the Development Property is the sole responsibility of the Developer (at its own cost). Developer waives all claims against the City as to the condition of the Development Property.

Section 8.4. Environmental Matters. At Closing, although not required by law, the City may file with the County Recorder's office a properly executed Groundwater Hazard Statement. Developer takes the property "As Is" with regard to any environmental matters. The City makes no warranties and representations as to the environmental condition of the Development Property, other than the information provided in any Groundwater Hazard Statement filed by the City at Closing. Developer shall be responsible for securing and paying for all inspections, remediation efforts, or documentation required by the county board of health in order to lawfully transfer the Development Property to Developer. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the Closing Date.

Section 8.5. Survey and Platting. Developer shall be responsible for all survey and platting of the Development Property. The City authorizes Developer and/or its agents and contractors access to the Development Property for survey and platting purposes.

Section 8.6 Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Development Property to the Developer on or before the 1st day of August, 2019, or on such other date as the parties hereto may mutually agree in writing (the "Closing Date").

Section 8.7 Recordation of Deed. The Developer shall promptly file the Deed for recordation among the land records in the office of the Recorder of the County. The Developer shall pay all costs for so recording the Deed.

Section 8.8 Abstract of Title. The City shall provide an abstract of title continued only to the date of filing of the plat. It shall be the Developer's responsibility to pay to have the abstract updated. This abstract shall become the property of the Developer at the time of delivery of the Deed.

Section 8.9 Conditions Precedent to Conveyance of Property. The City's obligation to convey title and possession of the Development Property to the Developer on the Closing Date shall be subject to satisfaction of the following conditions precedent:

- (a) The Developer shall be in material compliance with all the terms and provisions of this Agreement;
- (b) The Developer shall have furnished the City with evidence, in a form reasonably satisfactory to the City (such as a letter of commitment from a bank or other lending institution), that the Developer has firm commitments for financing for the Project in an amount sufficient, together with equity commitments, to complete the Project in conformance with the Construction Plans, or the City shall have received such other evidence of the Developer's financial ability as in the reasonable judgment of the City is required for the Project;
- (c) Execution of an Assessment Agreement by the City, the County and the Developer pursuant to Section 6.1 of this Agreement; and
- (e) Receipt of an opinion of counsel to the Developer in the form attached hereto as Exhibit E.

Section 8.10 Failure to Commence Construction of Minimum Improvements. In the event the Developer has not made substantial progress towards commencement of construction of the Minimum Improvements on the Development Property by no later than September 1, 2019, and commencement of construction does not appear imminent by no later than September 1, 2019, then Developer shall have committed an Event of Default within the meaning of Article X and Section 10.1 of this Agreement, and shall convey title to the Development Property to the City as provided in Section 10.2(d) of this Agreement by no later than November 1, 2019.

Section 8.11. Partial Property Tax Exemption. Subject to Developer's compliance with all of the terms and conditions of this Agreement, City agrees that the Developer may apply to Black Hawk County, Iowa, and to City, for a partial exemption from taxation of industrial property as may be provided by the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the actual value added by the Minimum Improvements. Subject to Developer's timely application and qualification under Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and Chapter 427B, Code of Iowa, the partial property tax exemption shall be according to the following schedule:

- (a) For the first assessment year after the Minimum Improvements are fully assessed – 75% exemption of the actual value added.

- (b) For the second assessment year after the Minimum Improvements are fully assessed – 60% exemption of the actual value added.
- (c) For the third assessment year after the Minimum Improvements are fully assessed – 45% exemption of the actual value added.
- (d) For the fourth assessment year after the Minimum Improvements are fully assessed – 30% exemption of the actual value added.
- (e) For the fifth assessment year after the Minimum Improvements are fully assessed – 15% exemption of the actual value added.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

- (a) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.
- (b) Except for any willful misrepresentation, or any willful or wanton misconduct, or any unlawful act, or any negligent act or omission of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from any violation of any agreement or condition of this Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Minimum Improvements.
- (c) The indemnified parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements due to any act of negligence, including a negligent failure to act, of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

- (d) The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Agreement, subject to Unavoidable Delays;
- (b) Failure by the Developer or its successors to cause the Minimum Improvements to be reconstructed when required pursuant to Article III of this Agreement.
- (c) Failure by the City to cause the Development Property to be conveyed to the Developer pursuant to the terms, conditions and limitations of Section 8.1 of this Agreement, subject to Unavoidable Delays;
- (d) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Agreement, or the assets of Developer in violation of the provisions of Article VII of this Agreement, until the Termination Date;
- (e) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property (except as may be specifically excluded by exemption under Section 8.11 of this Agreement);
- (f) Failure by the Developer until the Termination Date to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- (g) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (h) Sale or lease of the Minimum Improvements or Development Property in violation of the provisions of Section 6.12, Relocation, of this Agreement;

- (j) The Developer shall:
 - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - (ii) make an assignment for the benefit of its creditors; or
 - (iii) admit in writing its inability to pay its debts generally as they become due; or
 - (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- (k) Any obligation, representation or warranty made by any party to this Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, any party not in default may take any one or more of the following actions after the giving of thirty (30) days' written notice to the party in default, and the holder of the Mortgage, of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the party in default does not provide assurances reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible:

- (a) The party giving notice may suspend its performance under this Agreement until it receives assurances from the party in default, deemed adequate by the party giving notice, that the party in default will cure the default and continue performance under this Agreement;

- (b) The party who is not in default may withhold the Certificate of Completion;
- (c) The party who is not in default may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to recover damages proximately caused by the Default, or to enforce performance and observance of any obligation, agreement, or covenant, under this Agreement.
- (d) In the event the Developer fails to perform any one or more of the material obligations described in Article III of this Agreement in a timely manner, Developer shall thereupon immediately convey title to the Development Property to the City, free and clear of all liens and encumbrances, but subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements, if any. Developer shall also establish to the satisfaction of City and its legal counsel that no labor has been performed and no materials have been furnished by any contractor, subcontractor, or any other person, firm or entity, in connection with any improvements made to the Development Property within the ninety (90) days immediately preceding the date of said conveyance. Developer shall also deliver to City an abstract of title covering the Development Property, certified to a date subsequent to the date of said conveyance, showing that marketable title to the Development Property is vested in Developer and complies with the requirements of this subsection. Developer shall pay to City all general property taxes and special assessments, if any, due or to become due with respect to the Development Property, continuing until the Development Property is assessed to the City and is exempt from assessment for general property taxes by reason of its conveyance to and ownership by the City as a tax-exempt governmental body. Developer shall pay for all costs associated with conveyance of the Development Property to the City, including, but not limited to, abstracting, recording fees, and reasonable attorneys' fees. In the event the Developer fails to comply with the terms and conditions of this subsection (d) within the thirty (30) day period described in Section 10.2 of this Article, then the City may proceed as provided in Section 10.2(c) of this Article, to obtain a decree of specific performance against Developer for the conveyance of the Development Property to the City or, in lieu thereof, at the City's sole discretion, to obtain a judgment for monetary damages to compensate the City for the Developer's default, plus attorneys' fees and expenses as provided in Section 10.5.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall

impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party not in default shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a party in default herein contained, the party in default agrees that it shall, on demand therefor, pay to the party not in default the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the party not in default in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer agrees that, to its best knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

Section 11.2. Non-Discrimination. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, national origin, age or disability. The Developer shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sex, national origin, age or disability.

Section 11.3. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to another, the Notice must be in writing and shall be effective upon actual receipt by the intended recipient, at the following addresses:

DEVELOPER: Mr. Brett A. Tjaden
Owner
Tjaden Properties, L.L.C.
4127 Maryhill Drive
Cedar Falls, IA 50613

With a copy to: Mark S. Rolinger
Redfern, Mason, Larsen and Moore, P.L.C.
415 Clay Street
Cedar Falls, Iowa 50613

CITY City of Cedar Falls, Iowa
City Administrator
220 Clay Street
Cedar Falls, IA 50613

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith. Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties at least five (5) business days prior to the effective date of such change.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Provisions Not Merged With Deed. None of the provisions of this Agreement shall be merged by reason of the delivery of the Deed, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date of Assessment Agreement. This Agreement shall terminate and be of no further force or effect with respect to the Minimum Improvements on the termination of the Minimum Assessment Agreement, as provided in Section 6.1 of this Agreement and in the Minimum Assessment Agreement, the form of which is attached hereto as Exhibit D.

Section 11.10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit F, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. Developer shall pay all costs of recording.

Section 11.11. Immediate Undertaking. All parties agree to undertake immediately upon execution of this Agreement all of those obligations which require immediate action.

Section 11.12. No Partnership or Joint Venture. The relationship herein created between the parties is contractual in nature and is in no way to be construed as creating a partnership or joint venture between the Developer and any or all of the other parties.

Section 11.13. Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 11.14. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other where appropriate.

Section 11.15. Invalid Provisions. If any provision of this Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force and effect and shall not be affected by the illegal, void, invalid, or unenforceable provision or by its severance from such agreement. Furthermore, in lieu of such illegal, void, invalid, or unenforceable provision there shall be added automatically as a part of such agreement a provision as similar in terms to such illegal, void, invalid, or unenforceable provision as may be legal, valid, and enforceable, whether or not such a substitute provision is specifically provided for in such agreement. Notwithstanding the foregoing, in the event any provision involving material consideration by the City for the benefit of the Developer shall be held illegal, void, invalid or unenforceable, then the Developer shall have the right to cancel this Agreement, and upon such cancellation, this Agreement,

in its entirety, shall be rendered null and void; however, in that event, Developer shall proceed as described in Section 10.2(d) of this Agreement.

Section 11.16. Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which is to be deemed an original for all purposes and all of which constitute collectively one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.17. Authorization. Each party hereto represents that prior to its execution hereof all necessary company, governmental or other appropriate action, as applicable, including without limitation resolutions of their governing boards or bodies, has been taken to authorize the execution of this Agreement and the performance by such party of its respective obligations hereunder.

Section 11.18. Time of the Essence. Time is of the essence with respect to all matters described in this Agreement and related documents.

Section 11.19. Survival. Each provision of this Agreement shall survive the occurrence of the other provisions of this Agreement to the extent necessary to ensure full performance of said surviving provision.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its member, all on or as of the day first above written.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Daniels, MMC, City Clerk

Tjaden Properties, L.L.C.,
an Iowa limited liability company

By: _____
Brett A. Tjaden, Owner

DEVELOPER

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

This record was acknowledged before me on the _____ day of _____, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the _____ day of _____, 2019, by Brett A. Tjaden, Owner, Tjaden Properties, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Parcel "A" of "Replat of Lot 16 and Tract "B", West Viking Road Industrial Park Phase IV" in the City of Cedar Falls, Black Hawk County, Iowa. (Contains 2.70 acres more or less).

EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of an Industrial Use Manufacturing/Shop Facility totaling at least 19,050 square feet of finished space, all as set forth in the Construction Plans and being as more particularly shown and in substantially the same configuration and scope as the Site Plans attached hereto and made a part hereof.

The Developer agrees to connect to the sanitary sewer, storm sewer, natural gas, electricity, water, underground telephone cable, internet and any other utilities services from their present locations to such location or locations on the Development Property as Developer deems appropriate, at its cost. The Developer also agrees to construct any driveway approaches and other paving, at its cost, in accordance with City ordinances.

The Developer also agrees to perform or cause to be performed all necessary grading, land preparation and all necessary building improvements, landscaping, storm water detention, signage, and all other site improvements, in all respects in entire conformity with all applicable codes and ordinances of the City, all at the Developer's cost. The submittal to City of plans for the construction of said improvements shall be in substantial conformity with the following schedule:

Schedule of Performance

<u>Activity to be Completed</u>	<u>Completion Date</u>
Issuance of Building Permit	September 1, 2019
Substantial Completion	September 1, 2020
Issuance of Occupancy Permit	September 1, 2020

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2015 (Chapter 403 hereinafter called "Urban Renewal Act"); and Tjaden Properties, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 4127 Maryhill Drive, Cedar Falls, Iowa 50613; did on or about the ____ day of _____, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Parcel "A" of "Replat of Lot 16 and Tract "B", West Viking Road Industrial Park Phase IV" in the City of Cedar Falls, Black Hawk County, Iowa. (Contains 2.70 acres more or less).

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Black Hawk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

This record was acknowledged before me on the _____ day of _____, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

EXHIBIT D

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of this _____ day of _____, 2019, by and among the CITY OF CEDAR FALLS, IOWA, (the "City"), and Tjaden Properties, L.L.C., an Iowa limited liability company, (the "Developer"), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into an Agreement for Private Development dated as of _____, 2019 (the "Agreement") regarding certain real property located in the City legally described as:

Parcel "A" of "Replat of Lot 16 and Tract "B", West Viking Road Industrial Park Phase IV" in the City of Cedar Falls, Black Hawk County, Iowa. (Contains 2.70 acres more or less).

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will undertake the development of the Development Property, which is within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, 2019, as amended, the City and the Developer desire to establish a minimum actual taxable value for the facilities thereon to be constructed by the Developer pursuant to the Agreement (defined therein as the "Minimum Improvements"); and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which it is contemplated will be erected.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2021, the minimum actual taxable value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than One Million Four Hundred Seventy Seven Thousand Dollars and no/100 Dollars (\$1,477,000.00) (hereafter referred to as the "Minimum Actual Value") until termination of this Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before September 1, 2020.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual taxable value assignment made by the Assessor in excess of the Minimum Actual Value established herein, or any actual taxable value assignment made by the Assessor to the Minimum Improvements or to the 2.70 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual taxable value assigned below the Minimum Actual Value established herein during the term of this Agreement.

2. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on December 31, 2031.

3. This Minimum Assessment Agreement shall be promptly recorded by the Developer with the Recorder of Black Hawk County, Iowa. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement between the City and the Developer.

5. This Minimum Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, and all holders of mortgages upon or security interests in the Development Property, including the land and the Minimum Improvements, to secure any loans with respect to the Development Property, including the land and the Minimum Improvements.

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

DEVELOPER:

Tjaden Properties, L.L.C.
An Iowa limited liability company

By: _____
Brett A. Tjaden, Owner

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

This record was acknowledged before me on the _____ day of _____, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the _____ day of _____, 2019, by Brett A. Tjaden, Owner, Tjaden Properties, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to such Minimum Improvements, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Minimum Improvements and the 2.70 acres of land on which such Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$1,477,000.00, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

County Assessor for Black Hawk County, Iowa

Date

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me by _____,
County Assessor for Black Hawk County, Iowa.

Notary Public in and for the State of Iowa

Date

EXHIBIT E

FORM OF LEGAL OPINION

City of Cedar Falls
Attn: City Clerk
City Hall
220 Clay Street
Cedar Falls, Iowa 50613

RE: Agreement for Private Development by and between the City of Cedar Falls, Iowa and Tjaden Properties, L.L.C., an Iowa limited liability company

Gentlemen:

As counsel for Tjaden Properties, L.L.C. (the "Developer"), and in connection with the execution and delivery of a certain Development Agreement (the "Development Agreement") between the Developer and the City of Cedar Falls, Iowa (the "City") dated as of _____, 2019, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- (a) The certificate of organization and operating agreement, together with all amendments thereto, of the Developer;
- (b) Resolutions of the members of the Developer at which action was taken with respect to the transactions covered by this opinion;
- (c) The Development Agreement;

and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Developer has been duly organized and is validly existing as a limited liability company under the laws of the State of Iowa and is authorized to do business in the State of Iowa. The Developer has full power and authority to execute, deliver and perform in full the Development Agreement and the Minimum Assessment Agreement; and the Development Agreement and the Minimum Assessment Agreement have been

duly and validly authorized by action of the members, have been executed and delivered by an authorized manager of the Developer and, assuming due authorization, execution and delivery by the City, are in full force and effect and are valid and legally binding instruments of the Developer enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by the Developer of the Development Agreement, the Minimum Assessment Agreement, and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the certificate of organization and operating agreement of the Developer or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Developer is a party or by which it or its property is bound or subject.

3. To our knowledge and after inquiry to Developer, there are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Development Agreement, the Minimum Assessment Agreement, or the Developer's ability to perform its obligations thereunder.

Very truly yours,

REDFERN, MASON, LARSEN, & MOORE, P.L.C.

By: _____

Mark S. Rolinger, Attorney at Law
415 Clay Street
Cedar Falls, IA 50613

EXHIBIT F

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2015 (Chapter 403 hereinafter called "Urban Renewal Act"); and Tjaden Properties, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 4127 Maryhill Drive, Cedar Falls, Iowa 50613, did on or about the ____ day of _____, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and as more particularly described as follows:

Parcel "A" of "Replat of Lot 16 and Tract "B", West Viking Road Industrial Park Phase IV" in the City of Cedar Falls, Black Hawk County, Iowa. (Contains 2.70 acres more or less).

(the "Development Property"), and

WHEREAS, the term of the Agreement commenced on the ___ day of _____, 2019, and terminates on the 31st day of December, 2031, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the Parties desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting conveyance, development and use of the Development Property and the improvements located and operated on such Development Property, and contains provisions dealing with the dollar amount of the minimum taxable value of the Development Property for general property tax purposes, and the length of time during which said minimum assessed value continues in effect, as provided for in Section 403.6(19), Code of Iowa.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of

Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Cedar Falls, Iowa.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2019.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

Tjaden Properties, L.L.C.
an Iowa limited liability company.

By: _____
Brett A. Tjaden, Owner

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA)
) ss:
COUNTY OF _____)

This record was acknowledged before me on the _____ day of _____, 2019,
by Brett A.Tjaden, Owner, Tjaden Properties, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa



QUIT CLAIM DEED
THE IOWA STATE BAR ASSOCIATION
Official Form No. 106
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, 220 Clay Street, Cedar Falls, Iowa 50613
Phone: (319) 273-8600

Taxpayer Information: (Name and complete address)

City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Return Document To: (Name and complete address)

City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Grantors:

City of Cedar Falls, Iowa

Grantees:

Tjaden Properties, L.L.C.

Legal description: See Page 2

Document or instrument number of previously recorded documents:



QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, City of Cedar Falls, Iowa

do hereby Quit Claim to Tjaden Properties, L.L.C.

all our right, title, interest, estate, claim and demand in the following described real estate in Black Hawk County, Iowa:

This deed is exempt according to Iowa Code 428A.2(6). Parcel "A" of "Replat of Lot 16 and Tract "B", West Viking Road Industrial Park Phase IV", City of Cedar Falls, Black Hawk County, Iowa; subject to the conditions, covenants and restrictions contained in that certain Agreement for Private Development entered into between Grantor and Grantee herein, and further subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,079 on May 7, 2018 (Ordinance No. 2923), and amended a seventh time by Resolution No. 21,368 on December 17, 2018 and further subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated:

City of Cedar Falls, Iowa (Grantor) (Grantor)

(Grantor) (Grantor)

(Grantor) (Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK This record was acknowledged before me on, by James P. Brown, Mayor and Jacqueline Danielsen, City Clerk

Signature of Notary Public

ORDINANCE NO. 2946

AN ORDINANCE **(1)** REPEALING SECTION 23-41, COLLECTION AND DISPOSITION OF MONEY DEPOSITED IN PARKING METERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF, A NEW SECTION 23-41, COLLECTION AND DISPOSITION OF MONEY DEPOSITED IN PAYSTATIONS/METERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA; AND **(2)** REPEALING SECTION 23-83, MARKING OF PARKING SPACES, OF DIVISION 2, DEPARTMENT OF PUBLIC WORKS TRAFFIC STANDARDS, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF, A NEW SECTION 23-83, MARKING OF PARKING SPACES, OF DIVISION 2, DEPARTMENT OF PUBLIC WORKS TRAFFIC STANDARDS, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

Section 1. Section 23-41, Collection and Disposition of Money Deposited in Parking Meters, of Division 1, Generally, of Article II, Administration and Enforcement, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 23-41, Collection and Disposition of Money Deposited in Pay Stations/Meters is enacted in lieu thereof, as follows:

Sec. 23-41. Collection and disposition of money deposited in pay stations/meters.

It shall be the duty of the parking enforcement and administration section of the public records division of the department of finance and business operations to make regular collections of money deposited in the parking pay stations/meters of the city. It shall be the duty of such persons removing the coins to place them in the approved container and to deliver the

container to the city's financial institution so that the funds may be counted and deposited in the city's account.

(Code 2017, § 26-49; Ord. No. 2729, § 1, 2-14-2011)

Section 2. Section 23-83, Marking of Parking Spaces, of Division 2, Department of Public Works Traffic Standards, of Article II, Administration and Obedience, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby repealed in its entirety and a new Section 23-83, Marking of Parking Spaces, is enacted in lieu thereof, as follows:

Sec. 23-83. Marking of parking spaces.

(a) The department of public works is hereby directed and authorized to mark off individual parking spaces in parking enforcement districts designated and described in section 23-411, and in all other areas where parking in stalls is desired and authorized within the city. Such parking spaces shall be designated by lines painted or durably marked on the curbing or surface of the street.

(b) At each space so marked, it shall be unlawful to park any vehicle in such a way that such vehicle shall not be entirely within the limits of the space so designated.

(Code 2017, § 26-74)

INTRODUCED: _____ June 3, 2019 _____

PASSED 1ST CONSIDERATION: _____ June 3, 2019 _____

PASSED 2ND CONSIDERATION: _____ June 17, 2019 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. 2947

AN ORDINANCE REPEALING SECTION 26-118, DISTRICT BOUNDARIES OF DIVISION I GENERALLY OF ARTICLE III DISTRICT AND DISTRICT REGULATIONS OF CHAPTER TWENTY-SIX (26) ZONING, OF THE CODE OF ORDINANCES, OF THE CITY OF CEDAR FALLS, IOWA, AND RE-ENACTING SAID SECTION 26-118 OF SAID ORDINANCE, AS AMENDED, SO AS TO APPLY AND INCLUDE THE CHANGE IN THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA, AS PROVIDED BY THIS ORDINANCE (Case #RZ19-004)

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, finds that the rezoning is consistent with the adopted Comprehensive Plan of the City of Cedar Falls and therefore has recommended to the City Council of the City of Cedar Falls, Iowa, that 2600 Grove Street as described as follows shall be removed from R-3, Multiple Residence District and added to the C-2, Commercial District,

FAIRVALLEY ADDITION LOT 30

And

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it to be the best interests of the City of Cedar Falls, Iowa, that said proposal be made and approved; and

WHEREAS, the said Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, provides that the zoning map of the City of Cedar Falls, Iowa, attached thereto, is incorporated into and made a part of said Ordinance;

WHEREAS, notice of public hearing has been published, as provided by law, and such hearing held on the proposed amendment; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS,
IOWA:

Section 1. That the following described real estate:

FAIRVALLEY ADDITION LOT 30

Be and the same is hereby removed from the R-3, Multiple Residence District and added to the C-2, Commercial District.

Section 2. That the zoning map of the City of Cedar Falls, Iowa, be and the same is hereby amended to show the property described in Section 1, above, as now being in the C-2, Commercial District, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

Section 3. That said Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, be and the same is hereby repealed and hereby re-enacted in the identical language as the same now is, in order that the same shall apply to and include the change hereby made in the zoning map of the City of Cedar Falls, Iowa.

INTRODUCED: _____ June 17, 2019

PASSED 1ST CONSIDERATION: _____ June 17, 2019

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

ORDINANCE NO. 2948

AN ORDINANCE AMENDING SECTION 23-376, PARKING PROHIBITED ON SPECIFIC STREETS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY AMENDING A PROVISION PROHIBITING PARKING ON PORTIONS OF PANTHER LANE, CONTAINED IN SECTION 23-376, PARKING PROHIBITED ON SPECIFIC STREETS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

The subsection prohibiting parking on portions of Panther Lane contained in Section 23-376, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new subsection prohibiting parking on portions of Panther Lane contained in Section 23-376, Parking prohibited on specific streets, is enacted in lieu thereof, as follows:

<i>Street</i>	<i>Portion Where Parking Prohibited</i>
Panther Lane	On the east side from University Avenue to Springbrook Drive. On the west side from the south curb line of University Avenue to the north curb line of the south leg of Starbeck Circle. On the west side from the south curb line of Starview Drive south a distance of 40 feet.

INTRODUCED: _____ June 17, 2019 _____

PASSED 1st CONSIDERATION: _____ June 17, 2019 _____

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



MAYOR JIM BROWN

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600
FAX 319-268-5126

MEMORANDUM
Office of the Mayor

TO: City Council
FROM: Mayor Jim Brown
DATE: June 27, 2019
SUBJECT: Appointment/Reappointment

I am recommending the following appointment and reappointment:

Name:	Board/Commission:	Term Ending:
Teri Lynn Jorgensen	Human Rights Commission (reappointment)	07/01/2022
David Glenn-Burns	Metropolitan Bus Board (replaces Michael Grillo)	06/30/2022

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

The City of Cedar Falls appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact City Hall at (319) 273-8600. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: David M Glenn-Burns Gender: M Date: 6-13-19
First MI Last
 Home Address: 1902 W. 3rd Phone: _____
 Work Address: 2422 College St. Phone: 319-266-4071
 Email Address: wesley.dave@cfu.net ; dglennburns@gmail.com Cell: 319-610-6365
 Employer: Threehouse - a Wesley Foundation Position/Occupation: Campus Minister / Director
 If Cedar Falls resident, length of residency: 23 years Ward: 3-1

NOMINEE FOR THE FOLLOWING (check any that apply):

- Art & Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
- Community Center & Senior Services Board
- Health Trust Fund Board
- Historic Preservation Commission
- Housing Commission
- Human Rights Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board
- Met Transit Board

COMMUNITY INVOLVEMENT: Please describe your present and past community involvement including voluntary, social, city, church, school, business and professional that are applicable. (Include dates of involvement, and any offices or leadership positions held.)

Black Hawk County Extension Council; St. Timothy's UMC;
Met Transit Board of Directors

SPECIAL QUALIFICATIONS: Please list any special qualifications for serving on a board, including skills, training, licenses and certificates that are applicable.

Previously served on Met Board of Directors; Rider of
Met Transit

List reasons why you would like to be appointed and what contributions you believe you can make.

I ride Met Transit, I have experience with Met. I feel
Public transportation is critical for the future health of
Cedar Falls

Are you aware of any conflict of interest, or potential conflict of interest, that may prevent you from carrying out your responsibilities on this Board/Commission in the best interest of the City of Cedar Falls? If so, please describe.

No

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

June 17, 2019

The Committee of the Whole met in the Council Chambers at 5:15 p.m. on June 17, 2019, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments. Tom Nelson with the *Waterloo Courier* and Eric Giddens, with UNI Center of Energy and Environmental Education also attended as well as members of the community.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Sustainability. The Mayor introduced Eric Giddens with UNI Center for Energy & Environmental Education. Mr. Giddens reviewed a PowerPoint presentation reviewing planning and inventory of greenhouse gas emissions. He stated the first step in the process of climate action planning is to complete a greenhouse gas emissions inventory. He explained the International Council for Local Environmental Initiatives (ICLEI) organization has provided framework and methodology for local governments to follow. He explained they also have student engagement through the University as a class project. Mr. Giddens explained a community wide inventory is done, as well as the City may do a government operations inventory. He explained this data is then used to forecast a “business as usual” approach and then planning takes place to make changes to reduce levels. He said Cedar Falls has implemented programs that have led to energy conservation and greenhouse mitigation already; flood plain ordinance, raised levee, and Cedar Falls Utilities has buried most utility lines. Mr. Giddens stated every community should take a proactive approach to this issue. He said a task force should be created to make recommendations.

Mayor Brown opened it up for discussion. Mr. Giddens answered questions from the council and stated Iowa City and Dubuque have a sustainability program as well as other Midwest communities. He stated he has also presented this presentation to the Cedar Falls Utilities staff and Board of Trustees. Mayor Brown commented goal setting would be a good place to have additional discussions regarding the sustainability program. Tom Blanford motioned to have the City staff develop a Sustainability Task Force. Frank Darrah seconded the motion. Mayor Brown opened it up for public comment. Carole Yates 519 Chateau Court commented she was on a similar task force in 2009 and could share documents from their discussions. Mayor Brown called for the vote, the motion carried unanimously.

The Mayor introduced the second item on the agenda Cash Management Report. Lisa Roeding, Controller/City Treasurer, stated this is the 31st year for reviewing the Cash Management program and we do this review annually to review the cash reserves to help meet operating cost requirements. She stated the rates of return on our investments have steadily increased over the past three years, and we have averaged 2.77% so far this year, which has increased from 1.88% in FY18. Ms. Roeding stated goal of the Cash Management report is to provide valuable information regarding the past, present, and future direction of the City’s investments, cash reserves, long term

borrowing, and vehicle maintenance program. She thanked Cathy Niebergall for her help in preparing this report.

Mayor Brown introduced the final item on the agenda, bills and payroll. Daryl Kruse moved to approve the bills as presented, Rob Green seconded the motion. The motion carried unanimously.

There being no further discussion, Mayor Brown adjourned the meeting at 6:00 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

June 26, 2019

Honorable Mayor and City Council
City Hall, 220 Clay Street
Cedar Falls, IA 50613

Dear Mayor Brown and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of a testing instrument for the position of Public Safety Officer. Listed below are the names of the top ranked candidates with their written test score percentages, applicable Veteran's Preference percentage points, and total percentage points with preference, as applicable. Tied percentages are presented in alphabetical order by applicant name, if applicable.

<u>Applicant Name</u>	<u>Overall Test Score %</u>	<u>Veteran's Preference %</u>	<u>Total % Points With Preference</u>
1. Darrek Elwood	96		96
2. Joshua Getz	93		93
3. Morgan Hoeft	84		84
4. Tryston Adelmund	82		82

Respectfully Submitted,



John Clopton, Commission Chair



Sue Ambrecht, Commissioner



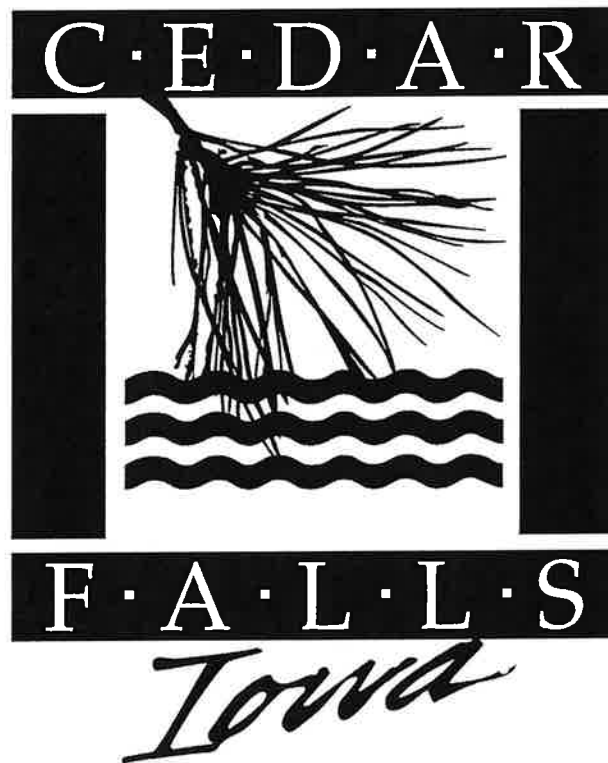
Paul Lee, Commissioner

Orig: Jacque Daniels, City Clerk

Cc: Director of Public Safety Jeff Olson
Ass't Director of Public Safety/Ass't. Chief Berte
Civil Service Records

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



May 2019

MAY 2019 MONTHLY REPORTS
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**FINANCIAL SERVICES
May 2019**

Financial Reports

Reviewed the bi-weekly City Council audit lists and monthly revenue and expenditure guidelines for transactions. The monthly revenue and expenditure guidelines were distributed to Council members and all department directors.

Cash Management

Property tax related revenues received to date in FY19 are monitored monthly. The daily cash balances and budget to actual revenues and expenditures for all funds for FY19 were monitored during the month. The revenue and expenditure activity for the Capital Projects Fund were also monitored during the month.

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$93,409,500 invested in CD's and \$8,300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	2	\$12,000,000.00
CD's Purchased	3	\$12,000,000.00
PFMM Deposit	0	0.00
PFMM Withdrawal	1	0.00
CD/Investment Interest		\$309,127.20

FY19 Budget

It was determined that an amendment was necessary to the FY19 budget. The public hearing was held on May 6th. The FY2019 budget amendment was approved by the City Council and the required state budget forms were filed with the Black Hawk County and Department of Management by the May 31st deadline.

FY20 Financial Reports

Work began on the FY20 Cash Management Report. It will be presented to Council in June.

Cedar Falls Health Trust Fund Board

The Cedar Falls Health Trust Fund Board met in May to review projected interest income and the amount available for distribution in FY21. The Board will meet again in July to finalize the amount of FY21 funding available.

Federal Grant Programs

We continued to monitor all federal grant accounts to ensure compliance with federal regulations. The monthly Electronic Data Collection for Section 8 Housing Voucher Program was filed timely as required by HUD.

Miscellaneous Financial Activities

1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax reports were filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For May, 59 payroll checks and 693 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 176 invoices were mailed out to customers.
7. 1,684 transactions for accounts payable were processed and approved by the City Council for payment and 557 checks were mailed out to vendors.
8. Continued to provide bookkeeping support to the Cedar Falls Community Foundation. Work continues to transition the bookkeeping from Quickbooks to Community Suites.
9. Continued to provide bookkeeping support to Sturgis Falls.

Benefits & Compensation Activities

1. Final FY20 health and dental plan renewal information and related documents were received. Health and Dental open enrollment materials were distributed to all full-time employees, retirees, and COBRA participants. Employee changes to their health plans are due back to the finance department by June 20, 2019.
2. Contract with Holmes Murphy to provide benefits consulting services to the city was approved and signed at the May 6th City Council Meeting.
3. The Wellness Committee met with Amanda Dorr from Wellmark on May 1st to discuss new wellness challenges and programs for fiscal year 2020. The committee also met on May 29th.
4. The final wellness challenge of the fiscal year concluded during May. Smoothie coupons were distributed to everyone who registered for the challenge. Prize water bottles will be distributed during June for those that completed the challenge.

5. An amendment to increase maximum benefit of life insurance policy for groups 1 (active fire department members) and group 3 (all other active members) to \$200,000 was prepared and approved by City Council at the May 20th Council meeting. This amendment went into effect May 1, 2019.

Civil Service Commission & Employment Related Activities

1. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification/reclassification processing took place for the following FT positions: Arborist, City Engineer, Civil Engineer I, Civil Engineer II, Code Enforcement Officer, Communications Specialist, Director of Public Works, Economic Development Coordinator, Equipment Mechanic, Maintenance Workers, Planner II, Principal Engineer, Public Safety Officer, Public Safety Supervisor-Capt., Public Safety Supervisor-Lt., Senior Librarian/Youth Services, Storm Water Specialist, and Video Production Specialist; PT positions: Assistant Equipment Mechanic, Community Service Officer, Engineering Summer Intern, Laborer, Library Assistant-Youth Dept., Cable TV and Planning & Community Services Interns, Police Reserve Officer/POC, V&T Summer Intern, and seasonal position processing for the Municipal Operations & Programs Department.
2. Follow-up and preparations took place for the May 1 & 8 and June 12 Commission meetings.
3. New commissioner Paul Lee was appointed at the May 6th Council meeting and began attending meetings there after.

Miscellaneous Personnel Activities

1. Staff attended the spring Iowa Public Employers Labor Relations Association (IaPelra) meeting in Cedar Rapids and local CVSHRM and ECI meetings.
2. Assisted staff with group benefits renewal information and general benefit items for FY20.
3. The Department Director and Accountant attended the Government Roundtable May 14 in West Des Moines. The City Controller/Treasurer and Accountant attended an emergency procurement presentation put on by the Iowa Department of Homeland Security and Emergency Management in Marshalltown.

**Finance and Business Operations
Information Systems Division
Monthly Report April 2019**

Software Purchase/Installation/Upgrade Activities

- Software installations included:
 - ACT software was installed on the V&T intern PC.
 - A new update was downloaded and installed on the Falls credit card machines.
 - Re-installed Microsoft Office on Investigation Captain's machine
 - Installed Windows Updates, Chrome, OptiView, Office, TightVNC, Sophos, Adobe Reader & Flash, Java on Communications Specialist's laptop
 - Installed TeamViewer on machine for Advanced System to remote into
 - Installed Facebook, Twitter, Snapchat, LinkedIn, and Instagram on Communication Specialist mobile device
 - Installed all GIS existing software to a new workstation

Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
 - POS and credit card machines were installed at the Falls Aquatic Center.
 - A new workstation for the GIS analyst.
 - A laptop was ordered for the Communications Specialist.
 - New Batteries were purchased and installed in the UPS's in the server room
- Equipment installations included:
 - A document scanner was installed at the desk of a finance clerk.
 - A new workstation for the GIS analyst.
 - 11 TV mounts were installed at the new PSS building.
 - 3 network switches at the new PSS building

Project and Assistance Activities

- Additional Cameras for College Hill and Downtown Areas
 - Finalized the Dark Fiber Agreement with CFU and presented to council on May 21.
 - Ordered the fiber work needed for the additional cameras.
- Network & Hardware Installation at New Public Safety Building
 - Purchased and installed 11 TV mounts
 - Purchased 3 network switches
 - A 3 network switch stack was configured for data and voice access at the new Public Safety building.

- 27 Mini PC's were loaded for the new PSS building.

- Scheduling Software for Public Safety Department
 - Training of all shifts have taken place
 - Most shifts have started using the software.

- Replacement Phone System
 - Had Kickoff meeting
 - Met with various departments to design call networks and automated attendant programming
 - Met with CFU to discuss having our phone service through them.
 - Requested an inventory listing from Century Link for porting to CFU.
 - Several days were spent configuring and installing servers for our new Phone System. Assisted Marco with configurations and documentation as well as remote access to current system.
 - Assisted Marco with a backup phone switch installation at Public Works.
 - Assisted with getting current IP and analog phone information for our new phone system.

- Replacement Copiers
 - Copiers expenditure was approved by Council on May 6 and ordered on May 7
 - 17 copiers were installed the week of May 20, 3 remaining copier/printers will be installed in the new Public Safety Building after furniture will be installed.
 - Advanced Systems was assisted with the installation of new copiers in all city buildings.
 - New copier drivers were installed on end user PC's.

- Mobile Application
 - We received and finalized the splash screen for the android model
 - Team finalized the modules and icons that would be on the app.
 - We received the beta version and tested each area.
 - We have one issue with the download of the app to one particular model of iPhone. Once the engineers give the go ahead we will release to the app stores for both Apple and Android.

- Graphic design projects for the month included:
 - **Hearst Center:** exhibit promo materials, miscellaneous posters/fliers, post-cards, vinyl, miscellaneous printing, movies under the moon poster/bookmarks, summer brochure, first 50 materials, annual meeting postcard
 - **Tourism:** miscellaneous printing, print and digital ads, business cards, promotional sheet, meeting room folder, Pedal Fest brochure, newsletter layout, summer passport

- **Rec Center:** fitness schedule, fliers and promo items
- **Other:** website and social media maintenance, business cards, misc. printing and trimming, mobile app, TV slides, library reading program materials, Our Cedar Falls campaign materials, Currents
- Assistance Activities:
 - CFU was assisted with changing out a Calix media converter at the Hearst Center.
 - Yard waste pickups were downloaded manually due to antenna problems with automatic downloads.
 - Documentation of current building cameras and where they point was created.
 - Set up Falls workstations, credit card and printing machines
 - We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.
 - We continue to provide support for the City's web site. News items were posted to the home page. Job openings, cable TV schedules, digital brochures, calendar items, bid opportunities, meeting agendas and minutes were posted as requested. Incoming requests to the request tracker system was monitored and forwarded to the appropriate department as necessary.
 - We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.
 - We continue to provide support for the City's telephone system, adding and modifying services as requested

Problem Resolution Activities

- Spanning tree settings were changed on the Library switch trunk port because the connection kept getting dropped, taking down their phones and internet.
- Assisted vehicle maintenance with troubleshooting issues with a garbage truck camera. A new network cable needed to be put in place.
- A new PC was loaded to handle yard waste downloads on Mondays. Testing will be on 6/3/19.
- Vehicle maintenance was assisted with troubleshooting video system problems in PD car 18. It was determined that a new HDMI cable needed to be installed between the DVR and front camera.

Equipment Repair Activities

- The Calix media converter was replaced, due to failure, at the Falls Aquatic Center.
- A new UPS was put in place, at the Water Reclamation network switch area, due to failure.

- Assisted IP Pathways with getting network systems back online after power outage caused by wind damage.

Channel 15 Programming Activities

- Televised live programs from City Hall:
 - Two Cedar Falls City Council meetings
 - Two Committee of the Whole meetings
 - Two Planning & Zoning meetings
 - One Cedar Falls School Board meeting
- Programmed CFU and Medicom cable providers for Channel 15 and Public Access.
- Updated & added Community Calendar events to the Channel 15 Announcements
- Regular production included:
 - Produced 2 City News shows
 - Recorded and edited Peace Officer Memorial Ceremony
 - Televised Live and recorded 2019 Cedar Falls Commencement
 - Recorded and edited Cedar Falls Honors & Awards Ceremony
 - Recorded and edited Cedar Falls Rugby vs. Mason City
 - Recorded & edited Cedar Valley Tourism Awards
 - Recorded & edited Gold Star Teacher Awards
 - Recorded and edited College Hill Parking study
 - Recorded and edited 30-minute program with Public Safety Director Jeff Olson on the Cedar Falls Public Safety Model
 - Produced 1 Veterans of the Cedar Valley shows
 - Columbus High School oversees trip to visit war sites
 - Produced 5 Serving the Valley shows
 - Cedar Falls Historical Society
 - Cedar Falls Library
 - Healthy Hometown/Bluezones
 - Trinkets & Togs
 - Kiwanis
 - Produced 3 Currents Up Close
 - College Hill Arts Festival
 - Sturgis Falls
 - Cedar Basin Music Festival
 - Produced 3 Arts Overlook shows
 - Hearst Center - First Fifty Opens
 - North Star Community Services theatrical production
 - College Hill Arts Festival preview
 - Aired 4 new Panther Sports Talk shows

- Produced 1 Sports Talk
 - Men’s Basketball Recap
 - Women’s Basketball Recap
 - Wrestling Recap
 - Boy’s Swimming Recap
 - Bowling Recap
- Produced 13 commercials/psas
 - Sturgis Falls Run – 3 spots
 - Sturgis Falls Overman Park
 - Sturgis Falls Gateway Park
 - Movies Under the Moon – 6 spots
 - College Hill Arts Festival
 - Live to 9
- City News:

Continued weekly news format program “Cedar Falls City News” including the following stories:

 - Historical Society new museum
 - Sturgis Falls Kidsway Tent Fundraiser
 - Road Construction update
 - Hearst Center First Fifty preview
 - Cedar Falls Library Co-Lab
 - Former CF Tiger, Ross Pierschbacher NFL Draft
 - Overman Awards, Business & Industry Awards Recap
 - May National Bike Month, local activities
 - Cedar Valley Tourism Awards
 - Peace Officer Memorial Day
 - Road Construction update
 - Hearst Center First Fifty: artists line up/Exhibit opens
 - Compost Facility
- Facilities
 - Purchased and replaced microphones in the council chambers. This changes the microphones from from lav style, which must be worn by staff and council to gooseneck microphones, which do not need to be worn and can be turned on and off easily by staff and council as needed.

Geographical Information Systems (GIS)

- Projects:
 - Provided legal consultant with 8 legal descriptions and maps for up-coming annexation application

- Analyzed low-moderate income areas to overlay with upcoming pavement management system for potential sidewalk infill areas
- Researched each rental property to determine the number of 1,2,3,4 and 5 bedroom apartments each contained and update the rental layer
- Created crosswalk locations for Erik Rd & Arbors Dr
- Met with county and other municipal staff to discuss activities related to the Census Complete Count Committee
- Met with staff at UNI to rectify on-campus addressing issues
- Met with Engineering & Admin staff to complete database changes for the downtown parking committee
- Worked with Engineering staff to locate viable locations for a second stage-only river gauge
- Met with staff from CFU to clean up addressing issues in downtown. Spoke with multiple owners to clarify existing conditions versus past

- Web & Database:
 - Converted and uploaded new 2019 aerial imagery to all web mapping applications
 - Created a new post-disaster web application for tracking material and equipment used for Public Works
 - Converted and uploaded new parcel data from the county and updated the LAMA database
 - Updated Urban Renewal Area layer with new fields for tracking TIF revenue
 - Updated cemetery information from CIMS into SQL
 - Updated rental information from Firehouse into SQL
 - Updated building permits from LAMA into SQL

- Field work:
 - Collected elevation shots of the river at a specific level to determine the fall from Island Park to the river gauge

- Data Requests:
 - Created a mailing list for phase 1 W 1st St construction for Planning
 - Created a list of 2,3 & 4-plex construction from 2006-2016 for Planning
 - Printed multiple large format prints for the downtown visioning project
 - Printed large format prints for entire W 1st St construction for Planning

- Maps:
 - Provided maps for refuse collection to Public Works
 - Provided a map of the S Main trail parking project for Engineering
 - Provided maps for the new downtown parking changes
 - Provided a map for the downtown visioning area to Planning
 - Provided a map of proposed crosswalks on Erik Rd for Public Works
 - Provided maps for new addresses issued:
 - All Smiles Dentistry – 915 Hudson Rd
 - Glass Tech – 1925 Waterloo Rd

Training and Staff Activities

- Full-Time Video Production Specialist Mike Mennen began with Channel 15
- Summer Intern Calvin Cook began
- Met with staff from Cedar Falls Utilities and the City of Cedar Falls about existing video production agreement.
- GIS Analyst worked with GIS Intern to map building rooftops
- GIS Analyst checked GIS Intern's work for completeness and accuracy
- IT Manager attended Leadercast
- Met with Dell EMC on newest updates revealed for our existing backup and recovery.
- IT Manager attended CVLI Capstone and Graduation

**FINANCE & BUSINESS OPERATIONS
LEGAL SERVICES
May 2019**

REPORT FROM SWISHER & COHRT – SAM ANDERSON, LUKE JENSON:

1. **Traffic Court:**

City Cases Filed: 112 (this number includes both City and State tickets)

Cases Set: 13

Trials Held: 2

2. **Code Enforcement:** Attention to matters involving citizen vehicle and property; attend meetings with City staff; and attention to hoarder house issue at 412 N. Ellen.

3. **Miscellaneous:** None.

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

4. **PERSONNEL/HUMAN RESOURCES:**

- a) Consult with City staff on personnel and disciplinary matters
- b) Attend weekly Human Resource Meetings
- c) Advise on Civil Service Commission issues

5. **RISK MANAGEMENT/CLAIMS:**

- a) Attend Risk Management Committee Meeting; provide input
- b) Update/consult with and prepare City Staff regarding pending claims/litigation, including:
 - i. workers compensation
 - ii. personal injury
 - iii. property damage
- c) Review and approve outside counsel legal fees and expenses for payment
- d) Contacts with outside legal counsel monitoring and advising on pending litigation involving the City

6. **CONTRACTS/AGREEMENTS:**

- a) Review and Advise—Telephone contract-CFU
- b) Review and Advise—Development Agreement-Riverplace Properties
- c) Review and Advise—Dark Fiber Agreement-CFU

d) Review and Advise—Consulting services-RDG IA Inc.

7. **MAYOR/CITY COUNCIL:**

- a) Prepare for and Attend Meetings of City Council and Committee of the Whole;
Meetings with Mayor Brown
- b) Advise on City Council meeting procedural issues

9. **MISCELLANEOUS:**

- a) Attend Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on new Iowa appellate court cases of interest to the City
- d) Advise on Open Records requests
- e) Attention to and advise on annexation
- f) Advise on Security cameras on College Hill
- g) Drafting of Reorganization ordinance amendments
- h) Drafting of Parking ordinance amendments
- i) Review TPA proposals; interviews
- j) Attention to and advise on small cell siting guidelines and application
- k) Review and advise—Hearst Center rental policy updates
- l) Drafting of e-bikes ordinance amendments
- m) Work on Public Events policy, application, ordinance amendments
- n) Meeting of larger cities attorneys in Des Moines
- o) Advise on conveyance of City owned lot
- p) Advise on Cyber lane issue
- q) Advise on Waterloo Road issue
- r) Continued advice and drafting of conveyance documents—Ridgeway Avenue reconstruction

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

10. **Risk Management/ Workers' Compensation/ Property/Liability Claims:**

- a) The Risk Management Committee met May 15, 2019. Department Directors, City Attorney, and insurance representatives were in attendance. Workers' Compensation injuries, liability claims, damage to City property, policies, and disciplines were reviewed.
- b) Review contracts for required insurance; working with legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
- c) Special Events – review and approve insurance.
- d) Review and process outside legal counsel fees.
- e) Review and process claim fees and associated billing.
- f) Claims processing: worker's compensation, 411, liability, and property; work with contracted TPA Service, and work with outside legal counsel on litigation.
- g) Attend CVSHRM presentation on "Common Obstacles to Discipline".
- h) Third Party Administrator interviews conducted for RFP.
- i) Continuing education – 2019 OSHA Regulatory Updates webinar.

j) Update Builder's Risk Insurance for Public Safety Building.

11. **Personnel**

- a) Work with departments and legal counsel on disciplinary matters.
- b) Work with departments and legal counsel on various personnel issues.
- c) Review and process medical billing for pre and post-employment matters.
- d) Process FMLA leave and monitor non-FMLA leaves of absence.
- e) Processing Annual Fire Physicals with MercyOne Occupational Health.
- f) Attend IAPELRA Spring Meeting.

12. **Human Rights Commission (HRC):**

- a) Prepare and attended Annual Retreat on May 14, 2019; DACA speaker Nilvia Reyes and local legislators, elected officials, and Waterloo Commissioners were in attendance. Provided staff support to Committees and Commission.
- b) Three cases being administratively closed. Work with citizens submissions to ICRC and mediate discrimination discussions with local entity.
- c) Process complaints, provide support to citizen's jurisdictional questions, and provide staff support to Commissioners.
- d) Attend Economic Inclusion Summit meeting.

**FINANCE & BUSINESS OPERATIONS
PUBLIC RECORDS
MAY 2019**

Public Records Activity

Prepared agendas, minutes and electronic packets for two Regular City Council meetings, two Committee of the Whole meetings, one Council Work Session, one Board of Adjustment, two Technical Review, and two Planning & Zoning Commission meetings.

Drafted and processed meeting follow-up communications, minutes and legal documents.

City Council adopted one (1) ordinance and forty-six (46) resolutions during the month; staff drafted forty-three (43) of these resolutions.

Issued the following:

- 5 Business License
- 4 Sidewalk Café permit
- 63 Pet licenses
- 10 Annual "Paw Park" permits
- 4 Cemetery Interment Rights Certificate

Issued the following Parking Permits:

- 36 Monthly Lot
- 3 Annual Lot (prorated)
- 1 Annual Senior
- 0 Monthly Construction
- 32 Daily/Guest
- 0 Annual Dumpster

Processed (15) liquor licenses, (1) wine and (4) beer permits.

Processed (24) cigarette/tobacco/nicotine/vapor permits.

Recorded (10) documents with the County Recorder.

Satisfied (10) requests for public records and responded to (2) requests/concerns received thru the City's on-line Service Request feature.

The unemployment rates for the month of April 2019 were 2.3% for the Waterloo-Cedar Falls Metropolitan Area, 2.4% in Iowa, and 3.3% in the U.S.

Document Imaging completed

- 8 – Employee performance evaluations.
 - 7 – Planning geographic/project files.
 - 27 – Miscellaneous boards, commissions & committees meeting materials.
 - 38 – City Council Resolutions (#21,469-#21,506).
 - 3 – City Council meeting files.
- Miscellaneous employee documents/personnel files.
Departmental Monthly Reports – April 2019.

Parking Activity

Enforcement

- 882 – Parking citations issued.
- \$ 8,410.40 – Citations paid.

Collection Efforts

- \$ 2,291.00 – Collections from delinquent parking accounts.
- \$ 1,200.00 – Vehicle immobilizations (24 vehicles).

Continue to participate in parking technical committee meetings to discuss the implementation of the downtown parking study recommendations. Reviewed proposed ordinance amendments related to parking regulations and enforcement, and attended webinars and meetings regarding technology and equipment.

Facilitated the College Hill Parking Study Public Presentation & Workshop on May 13th at the UNI CEEE where the parking consultant presented initial findings and observations, and collected input from stakeholders.

**FINANCE & BUSINESS OPERATIONS
LIBRARY & COMMUNITY CENTER
MAY 2019**

Library Activity

Usage Statistics	March 2019	April 2019	April 2018
Customer Count	18,281	17,531	16,625
Circulation	43,874	38,333	38,213
Ebooks, emagazines, and streamed videos	4,898	4,226	3,644
Downloaded music	1,681	1,621	1,703
Reference Service	2,246	2,110	2,234
Items Added	831	61,138	909
Event Attendance	2,115	2,785	2,063
Computer & Wi-fi Usage	3,319	3,294	3,926

Special events in May included the following:

- Retirement seminars by Mike Finley: How to make the most of Medicare benefits, starting at 65 and beyond, how to handle real estate and reduce your taxes during your retirement years, and pulling it all together to include the psychologically piece of retirement.
- Gardening classes, including What's New in Flowers for 2019, Composting 101 Workshop, and Seedling & Seed Swap.
- Writers of the Cedar Valley
- Star Wars Day activities
- Youth book clubs for 3rd-4th graders and for 5th-6th graders
- Senior Device Advice
- Showing of Academy Award-winning film *A Star Is Born*
- Board game Saturday with the Friendly Meeple
- Bicycling programs including a bike rodeo for children, Bike Anywhere and Everywhere, 10 Life Changing Reasons to Ride Your Bike, and Bike Independence: How to maintain and repair your bike.
- Take Back Your Space: Personal Organization Workshop
- Friends book discussion

Special events were funded by the Friends of the Cedar Falls Public Library.

The Friends book discussion group chose titles for the fall 2019-spring 2020 season.

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, Senior Device Advice, and music, the Center also hosted rentals for bridge, stamp club, Entertainment at the Center, two birthday parties, CPR training, a city public information meeting, a graduation party, and a family reunion.

**ENGINEERING DIVISION
PROJECT MONTHLY REPORT - May2019**

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
W. 20th Street Bridge Replacement	Box Culvert	Final Out Remains	\$850,000	Engineering Division PCI
Campus Street Box Culvert	Box Culvert	Contracts	\$320,000	Engineering Division PCI
Walnut Street Box Culvert	Box Culvert	Letting	\$750,000	Engineering Division TBD
Cedar Heights Drive Reconstruction	Street Repair	Design	\$6,000,000	Snyder
Cedar River Whitewater Recreation	Recreation	RFP for Consultant	\$50,000	Engineering Division
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Construction Underway	\$11,800,000	Engineering Division AECOM / IBC
Dry Run Creek Sanitary Sewer Phase II	Sanitary Sewer	Final Out Remains	\$3,800,000	Engineering Division SM Hentges
2019 Permeable Alley	Storm Water	Construction Underway	\$260,000	Engineering Division Bentons
Center Street Trail	Trails	Construction Underway	\$450,000	Engineering Division Cunningham Construction
2018 Street Construction	Street Repair	Punch List Remains	\$4,700,000	Engineering Division PCI
2019 Street Construction	Street Repair	Construction Underway	\$4,800,000	Engineering Division PCI
Greenhill Road Extension	New Street Construction	Final Out Remains	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division
University Avenue - Phase I	Reconstruction	Final Out Remains	\$14,500,000	Engineering Division Foth Cunningham
University Avenue - Phase II	Reconstruction	Final Out Remains	\$13,632,000	Engineering Division Foth
University Avenue - Phase III	Reconstruction	Final Out Remains	\$3,500,000	Engineering Division Foth
W. 1st Street Reconstruction	Reconstruction	Final Design	\$6,500,000	Engineering Division Snyder & Associates

**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - May 2019**

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Autumn Ridge 8th Addition	New Subdivision	Acceptance of Improvements Remain	-----	BNKD Inc. Shoff Engineering
Gateway Business Park	New Subdivision	Construction Underway	-----	Shive Hattery Baker Construction
Greenhill Village Townhomes II	New Subdivision	Preliminary Plat to Council	-----	CGA
McMahill Plat	New Subdivision	Final Out Remains	-----	Cedar Falls Schools Hall and Hall
Park Ridge Estates	New Subdivision	Under Review		Brian Wingert CGA
Prairie Winds 4th Addition	New Subdivision	Construction Underway	-----	Brian Wingert CGA
Prairie Winds 5th Addition	New Subdivision	Under Review	-----	Brian Wingert CGA
River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
Sands Addition	New Subdivision	Construction Underway	-----	Jim Sands/VJ
The Arbors Fourth Addition	New Subdivision	Under Review	-----	Skogman/CGA
Western Homes 9th Addition	New Subdivision	Construction Underway	-----	Claassen
Wild Horse 4th Addition	New Subdivision	Under Construction	-----	Skogman/CGA

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - May 2019**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
924 Viking Road	924 Viking Road	Approved	Approved	Dahlstrom/CGA	Active
Ashley Furniture	2615 Capital Way	Approved	Approved	Claassen Engineering	Completed
Bethany Bible Church	4507 Rownd Street	Seed Stabilization	Approved	VJ Engineering	Completed
College Square Apartments	925 Maplewood Drive	Seed Stabilization	Approved	Confluence	Completed
Community Foundation	3117 Greenhill Circle	Seed Stabilization	Approved	Peters Construction	Completed
Community Motors	4617 University Avenue	Seed Stabilization	Approved	Helland Engineering	Completed
Greenhill Fountains - Ph. II	5307 Caraway Lane	Approved	Approved	Hall & Hall	Active
Hanna Park Lot 5	Under Construction	Approved	Approved	Shoff Engineering	Active
Jacobson Parking Areas	411 Clay Street	Approved	Approved	Peters Construction	Completed
UnityPoint	5100 Prairie Parkway	Seed Stabilization	Approved	VJ Engineering	Completed
Wayson Chiropractic	4615 Chadwick Road	Seed Stabilization	Approved	Peters Construction	Completed
Western Home Community Building		Approved	Approved	Claassen Engineering	Active
Willow Falls Addition	1123 Bluegrass Circle	Seed Stabilization	Approved	VJ Engineering Brent Dahlstrom	Completed
Aldrich Elementary School	2526 Ashworth Drive	Approved	Approved	Larson Construction	Active
Orchard Elementary School Addition	3909 Rownd Street	Approved	Approved	Brain Engineering	Active
Panther Office Addition	616 Clay Street	Approved	-----	Dollys Rental	Active
Airgas Parking Lot Addition	407 Performance Drive	Approved	-----	Cardinal Construction	Active
Veridian Credit Union Parking Lot	3621 Cedar Heights Drive	Seed Stabilization	-----	-----	Completed
Fager Properties LLC	3123 Big Woods Road	Approved	-----	Fager Construction	Active
State Street Mixed Use LC	200 E. 2nd Street	Approved	-----	Benton Sand & Gravel Inc.	Active
CFU Building Addition	1 Utility Parkway	Approved		Peters Construction	Active
City of Cedar Falls Community School	3626 W. 12th Street	Approved	-----	Peters Construction	Completed
Western Home Communities 4th - Building Addition	5317 Hyacinth Drive	Approved	Approved	Cardinal Construction	Active
Cedar Falls Lutheran Home for Aged	7501 University Avenue 1A & 2B	Approved	-----	Peters Construction	Completed
Brookside Veterinary Hospital	9305 University Avenue	Approved	-----	Magee Construction Company	Completed
JC Enterprises Parking Lot	1910 Center Street	Approved	-----	JC Enterprises	Completed
JC Enterprises Building Addition	1910 Center Street	Approved	-----	JC Enterprises	Completed
Deere and Company	6725 Cedar Heights Drive	Seed Stabilization	-----	Peters Construction	Completed
Cedarloo Park Parking Lot	4418 University Avenue	Approved	-----	City of Cedar Falls	?
Hertz Farm Building Renovation	6314 Chancellor Drive	Approved	Approved	Peters Construction	Active
Greenhill Commercial 2nd Addition - Lot 2	4505 Algonquin Drive	Approved	Approved	High Properties	Active
Great Wall Reconstruction	2125 College Street	Approved	Approved	Peters Construction	Completed
Weber Paper Remodel	5801 Westminster Drive	Approved	Approved	Peters Construction	Completed
Victory Motors Building Remodel	5312 University Avenue	-----	-----	All Seasons Construction	Active
Viking Pump Building Addition	715 Viking Road	-----	-----	Cardinal Construction	Active
Wayson Chiropractic	4615 Chadwick Road	Under Construction	Approved		-----
Willow Falls Addition	Bluegrass Circle	Under Construction	Approved	VJ Engineering Brent Dahlstrom	
N. Cedar Elementary School		Approved	Approved	Brain Engineering	
Western Home 7th Addition	Under Construction	Approved		Lockard Development	Active
Standard Distributing Co. Building Addition	317 Savannah Park Road	Approved	Approved	Casady Engineering, Inc.	Active
Henry Property (Fleet Farm Store + Fleet Farm Gas Station)	Ridgeway Ave.	Approved	Under Review	Henry Property/Bayer Baker	Active
Redeemer Church	815 Orchard Drive	Approved	Approved	VJ Engineering	Active

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - May 2019**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
200 West 1st Street	200 W. 1st Street	Approved	Approved	Arabella, LLC	Active
Test America	3019 Venture Way	Approved	Approved	FN Investors, LLC	Active
Threads	6601 Development Dr.	Approved	Approved	ACOH, LLC	Active
Rabo Agrifinance	1402 Technology Pkwy.	Approved	Under Review	Fehr Graham Engineering	Active
Standard Distribution	1225 Rail Way	Approved	Approved	Fred Rose, LLC	Active
Buckeye Corrugated	2900 Capital Way	Approved	Approved	Fehr Graham Engineering	Active
Lot 5 West Viking Road	3201 Venture Way	Approved	Approved	Skogman/CGA	Active
Fareway Stores	4500 S. Main Street	Approved	Approved	Fareway Stores/ Snyder & Associates, Inc.	Hydro mulched, Need final stabilization
Public Safety Building	4600 S. Main Street	Approved	Approved	CGA/Peters Construction	Active
River Place MU II	122 E. 2nd Street	Approved	Approved	AECOM	Active
Hampton Inn	101 W. 1st Street	Approved	Approved	VJ Engineering	Active
422 Main St Driveway Relocation	422 Main St	Approved	-----	Fehr Graham Engineering	Completed
Holiday Inn	7400 Hudson Rd	Approved	Approved	Shive Hattery	Active
Cedar Valley Chamber of Commerce	310 E 4th Street	Approved	-----	Koch Construction	Completed, Final stabilization in

City of Cedar Falls
 Development Services
 Inspection Services Division
 Monthly Report for:

May-19

Total for Month \$7,390,981.00
 Total for Fiscal Year \$92,461,499.00
 Total Same Month - LAST YEAR \$33,875,127.00
 Total for Fiscal Year - LAST YEAR \$118,045,089.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	10	0	\$2,468,433.00	\$19,829.55	93	0	\$24,768,730.00	\$198,542.50
Multi-Family New Construction					8	0	\$820,000.00	\$6,485.50
Res Additions and Alterations	100	0	\$991,166.00	\$17,517.20	901	0	\$9,202,843.00	\$159,315.45
Res Garages	5	0	\$47,066.00	\$961.00	51	0	\$698,526.00	\$12,232.50
Commercial/Industrial New Construction	3	0	\$2,350,000.00	\$15,138.75	12	0	\$33,915,400.00	\$173,673.50
Commercial/Industrial Additions and Alterations	11	0	\$1,518,316.00	\$15,969.53	105	0	\$22,739,404.00	\$145,719.51
Commercial/Industrial Garages					2	0	\$22,507.00	\$399.00
Churches					2	0	\$13,840.00	\$311.50
Institutional, Schools, Public, and Utility	1	0	\$16,000.00	\$0.00	10	0	\$280,249.00	\$1,440.45
Agricultural/Vacant								
Plan Review	12	0	\$0.00	\$18,877.77	86	0	\$0.00	\$191,464.02
Total	142	0	\$7,390,981.00	\$88,293.80	1270	0	\$92,461,499.00	\$889,583.93

City of Cedar Falls
 Development Services
 Inspection Services Division
 Monthly Report for:

May-19

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	55	0	\$0.00	\$5,285.20	692	0	\$0.00	\$75,997.00
Mechanical	73	0	\$0.00	\$5,628.00	796	0	\$0.00	\$77,472.50
Plumbing	77	0	\$0.00	\$5,272.00	778	0	\$0.00	\$73,202.50
Refrigeration					5	0	\$0.00	\$794.00
<i>Total</i>	205			\$16,185.20	2271			\$227,466.00

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical					9	0	\$0.00	\$900.00
Mechanical					9	0	\$0.00	\$900.00
Plumbing					6	0	\$0.00	\$750.00
Refrigeration								
<i>Total</i>	0			\$0.00	24			\$2,550.00

<i>Building Totals</i>	142	0	\$7,390,981.00	\$88,293.80	1270	0	\$92,461,499.00	\$889,583.93
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<i>Grand Total</i>	347	0	\$7,390,981.00	\$104,479.00	3565	0	\$92,461,499.00	\$1,119,599.93
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**PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
May 2019**

MONTHLY MEETINGS:

Planning & Zoning Commission – A meeting was held on May 8th and May 22nd. The following items were considered.

<u>Applicant</u>	<u>Project</u>	<u>Request</u>	<u>Action Taken</u>
CV Commercial, LLC	College Hill Site Plan Review	May 8, 2019 deferred. (Introduced November 28, 2018, Deferred January 9, 2019)	Deferred until Council considers parking amendments for College Hill Overlay Zoning District
Western Homes	Preliminary Plat - Western Home Ninth Addition	May 8, 2019 Discussion and approval	Approved
Fehr Graham/Levi Architecture	Site Plan for All Smiles Dental Clinic	May 8, 2019 Discussion and approval	Approved
Lori and Kyle Larson	MPC Site Plan for 5601 University Avenue	May 8, 2019 Discussion and approval	Approved
City of Cedar Falls	Rezoning from R-3 to C-2 at 2600 Grove Street	May 8, 2019 – Discussion and set date of public hearing	Hearing set for May 22, 2019
Martin Rouse	HWY-1 District Site Plan for Lot 2, Gateway Business Park	May 8, 2019 Review and continue discussion	Continue discussion on May 22, 2019
Martin Rouse	HWY-1 District Site Plan for Lot 2, Gateway Business Park	May 22, 2019 Discussion and approval	Approved
CV Commercial, LLC	College Hill Site Plan Review – 2119 College Street	May 22, 2019 (Introduced November 28, 2018, Deferred January 9, 2019)	Approved

City of Cedar Falls	Rezoning from R-3 to C-2 at 2600 Grove Street	May 22, 2019 – Public hearing	Approved
City of Cedar Falls	Re-Plat of Lot 16 & Tract B of West Viking Road Industrial Park Phase IV	May 22, 2019 – Discussion and approval	Approved
JT&S, LLC	MU District Site Plan Review, Lot 2 Pinnacle Ridge 1 st Addition	May 22, 2019 – Discussion and approval	Approved

Group Rental Committee – Held regular meeting on May 7th, 2019.

Jeanette and Michael Geisler	1007 Catherine Street/1104 W 10th Street	New rental for an occupancy of four (4) individuals aged 18 years or older per unit	Approved for an occupancy of four (4) individuals aged 18 years or older subject to staff stipulations
Sopeade Lanlehin	2214 Hickory Lane	New rental for an occupancy of three (3) individuals aged 18 years or older	Approved for an occupancy of three (3) individuals aged 18 years or older subject to staff stipulations
Justin Phelan	3115 Boulder Drive	New rental for an occupancy of five (5) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older subject to staff stipulations

Board of Rental Housing Appeals – Held regular meetings on May 3th, 2019

Chad Tierney (Tierney Ventures LLC)	2115 Iowa Street	Maintain existing rental occupancy to four (4) individuals aged 18 years or older at transfer	Approved for an occupancy of four (4) individuals aged 18 years or older subject to staff stipulations
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Board of Adjustment – Meeting on May 28, 2019

Sturgis Falls Celebration	Lot 6 of Grams Plat (vacant lot on Grant Street)	Request for variance from rear yard setback requirements	Approved
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Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Historic Preservation Commission	5/9/19	Discussed upcoming projects and looked into changing the Commissions meeting time. May is national Preservation Month.
Housing Commission	5/19	No meeting
Community Main Street Design Committee	5/17/19	Staff was not able to attend.
Parking Committee	5/14/19 & 5/28/19	Reported on progress. Worked on public outreach strategies and signage for time limits.
Bicycle and Pedestrian Advisory Committee	5/7/19	May bike month planning, Channel 15 commercial briefs
Metropolitan Transportation Technical Committee	5/9/19	TAP amendment, 2020 Transportation Planning Work Program
MET Transit Board	5/30/19	Summer youth fare at \$0.25/ride, bus purchases and downtown Cedar Falls shuttle
Wellness Committee	5/1/19 & 5/29/19	Wellmark presentation on past year and upcoming opportunities. Discussed future approaches and challenges.
North Cedar Neighborhood Association	5/13/19	Discussed the encroachment agreement application for neighborhood identification sign near Tourist Park. Discussed applying for a grant for additional flood buyouts.
College Hill Partnership	5/13/19	Election of Officers (Dave Diebler, Pres., Chris Martin, Vice Pres.) Discussion of state of the dumpsters, ongoing nuisance issues (City staff offered to facilitate discussion between private entities to help resolve). Parking study initial presentation mentioned.

ECONOMIC DEVELOPMENT:

- Met with businesses in the Industrial Park to discuss their business operations.
- Working with several companies on potential new building projects in the Cedar Falls Technology Park, West Viking Road Industrial Park, and the Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.

- Drafted Agreement for Private Development for the River Place II project at the former Wells Fargo site on Main Street.
- Continued work on drafting documents for the voluntary annexation application for property into the City of Cedar Falls.
- City Council set the date of public hearing for an Agreement for Private Development with Owen 5, LLC
- Attended SMART Economic Development Conference in Des Moines.

PLANNING SERVICES:

- 504 citizen inquiries and staff responses with information/assistance.
- 86 land use permits were issued.

Number of Rental Inquiries: 50

Types of Questions:

- Information on paving requirements
- Confirming paving deadlines for rental properties
- Group rental permit for higher occupancy
- Existing rentals and level of occupancy determination
- Rear yard parking
- Group Rental Board of Housing Appeals process
- Fences, retaining walls, setbacks, etc.

OTHER PROJECTS FOR APRIL INCLUDED:

- Postcards and final paving reminders were sent to the relevant landlords with paving deadlines in June 2019 and June 2020.
- Preliminary plans are developed for the Cedar River Recreational Improvement. The design for the proposed improvements has been modeled for review by Iowa DNR and Army CORPS of Engineers.
- Staff continues responding to public inquiries on the preliminary updated FIRM (Flood Insurance Rate Map) for Black Hawk County released by FEMA/DNR. A second informational meeting was conducted on May 29th.
- Downtown Visioning & Zoning Code Update Project – Staff prepared for upcoming Charrette week (June 1-June 6)
- Two Historic Preservation Commission members chosen.
- One rental conversion application reviewed and approved
- Contracts drafted and sent out for Economic Development Grant and Façade Improvement Program
- Application submitted to the State for another round of potential flood buy-outs.

CDBG

- Finalization of the 5-year Consolidated Plan, joint project in a consortium with Waterloo. INRCOG under contract to update the plan.

Programs:

- **CDBG**
 - Monthly required reporting and reimbursement requests are ongoing.

**DEPARTMENT OF COMMUNITY DEVELOPMENT
WATER RECLAMATION DIVISION
MONTHLY REPORT - MAY 2019**

PLANT OPERATIONS

Plant performance was good for May, meeting all required operating limits.

PROJECTS

In order to discharge to 'Waters of the State' we need a permit issued from the Iowa DNR, under the authority of the USEPA. Discharge permits are renewed every five years with ours expiring this year. A draft permit was received from the DNR in May. There are only minor changes proposed. There is a public notice and comment period that will end in June and following this the final version will be issued.

One requirement of our permit is to develop a strategy to remove the nutrients phosphorus and nitrogen from our effluent. Staff has been working to update our long range treatment plans with Black and Veatch, an engineering firm the City has worked with in the past, to present options for treatment to fulfill these requirements and meet the long range goals for development in Cedar Falls.

BIOSOLIDS

We were able to process 229,000 gallons through our belt filter press system for application later. This compares to 245,000 gallons taken out of the system in May 2017. Due to wet field conditions, no liquid was applied to the City farm in May.

A total of 7.38 tons of gritty, inorganic solids were hauled to the landfill.

SEWER COLLECTION SYSTEM CALLS AND SERVICE

Staff processed 706 requests for utility locates in construction areas for the Iowa One Call system. Of that, 164 were pertinent and required a sewer line to be located.

We had nine after-hours calls for lift station problems.

In May we responded to three calls for sewer problems, with two lines being plugged. Both calls came from residents that noticed issues with draining early. Lines were cleared quickly by staff with no major issues found.

We cleaned 7,300 feet (1.4 miles) of sanitary sewer lines in May. Crews also did television inspections of 600 feet of sanitary sewer lines looking for potential problems.

TRAINING/PERSONNEL ISSUES

We had a seasonal employee, Morgan Williams, start in May and a full time Maintenance Worker, Landon Parmer, was hired to begin in June. Another seasonal, Jan Mord, will be returning for the summer in early June as well.

**DEPARTMENT OF MUNICIPAL OPERATIONS AND PROGRAMS
PUBLIC WORKS/PARKS DIVISION
PARK/CEMETERY/GOLF SECTION
MONTHLY REPORT FOR MAY 2019**

PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Performed routine playground inspections & repairs.
- Removed flood debris and sand from rec. trails.
- Finished cleaning up sand and flood debris at the Beach House.
- Installed docks at Big Woods.
- Repaired washout along trail below Lookout Park.
- Tilled gardens at Community Gardens.
- Cleaned planting beds on city properties.
- Started re-mulching planting beds on city property.
- Assembled and installed benches for pickle ball court .
- Picked up down limbs on mowing routes.
- Routine mowing of city properties.
- Performed sweeping operations on recreation trails.
- Continued working on new restroom at Place to Play Park.
- Installed canopy at Visitor Center.
- Repaired broken bench in the Parkade.
- Installed plaques on benches at Overman and Big Woods Parks.
- Power washed shelters in Parks.
- Relocated picnic tables back into shelters at Island Park.
- Repaired a gate at Paw Park.
- Fixed water leak at Orchard Park bathroom.
- Repaired chain link fence at Bess Streeter Park.
- Delivered bike racks to Gateway Park for Sturgis Falls.
- Repaired water leak at Greenwood Cemetery.
- Performed training for seasonal employees.

ARBORIST

- Ash tree removals. (16 total)
- Other tree removals. (3 total)
- Removal of down limbs throughout the City.
- Trimmed trees in ROW. (8)
- Performed tree plantings in City ROW with the assistance of volunteers from Green Iowa AmeriCorps and the Cedar Falls Rotary Club. Approximately 100 trees were planted.
- Performed safety training for seasonal employees.

CEMETERY STAFF

- Performed regular grave openings/closings and assistance with funerals. (11) total
- Filled and sodded settling graves at Greenwood.
- Picked up down limbs and sticks.
- Removed wreaths and flowers from graves.
- Detailed cemeteries in preparation for Memorial Day weekend.
- Routine mowing and trimming.
- Performed mowing safety training for seasonal employees.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
CEMETERY SECTION
MONTHLY REPORT**

FOR THE MONTH OF: May Year 2019

Interments:

Greenwood	<u>2</u>
Fairview	<u>7</u>
Hillside	<u>2</u>

**Disinterment:
Spaces Sold:**

Greenwood	<u>13</u>
Fairview	<u>1</u>
Hillside	<u>6</u>

Services:

Cremations	<u>8</u>
Saturday	<u>2</u>
Less than 8 hrs. notice	<u> </u>
After 3:00p.m.	<u> </u>

Receipts:

Prepetual Care	Greenwood	\$ 2,080.00
	Fairview	<u>\$ 160.00</u>
	Hillside	<u>\$ 960.00</u>
		<u> </u>
	Burial Permits	<u>\$ 5,425.00</u>
	Lot Sales	<u>\$ 12,800.00</u>
	Marker permits	<u>\$ 1,820.00</u>
	Deed Transfers	<u>\$ -</u>

Total Receipts: \$23,245

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLIC WORKS/PARKS DIVISION
REFUSE SECTION
MONTHLY REPORT FOR MAY 2019**

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 729.34 tons of solid waste during the month of May. The 155 loads required 367.50 man-hours to complete, equating to 1.98 tons per man-hour. The automated units used 1,435.85 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 2.72 tons of solid waste during the month. The 8 loads required 64.00 man-hours to complete, equating to 0.04 tons per man-hour. The automated unit used 62.04 gallons of low sulfur diesel fuel during the month.

CONTAINER ROUTE

The container route crew collected Twenty-two (22) loads of refuse for the month. The containers totaled 39.65 tons and required 105.00 man-hours to complete. This operation yielded 0.38 tons per man-hour. The semi-automated collection totaled 24.00 tons and required 74.00 man-hours to complete. This operation yielded 0.32 tons per man-hour.

The total number of May container dumps was 775. Fifteen percent (15.48%) or 120 of these dumps, were for non-revenue bearing accounts.

The container route truck used 320.09 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 194 large item stops during the month and collected 26.82 tons. This required 73.00 man-hours to complete and equates to 0.37 tons per man-hour. Thirty-nine (39) Appliances, One (1) Tire, and Fifteen (15) Televisions were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 122.67 tons of yard waste curbside this month. The 34 loads required 119.00 man-hours to complete, equating to 1.07 tons per man-hour.

There are currently 7,834 yard waste accounts throughout the city.

2,718 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 355.79 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 88 loads of solid waste to the Black Hawk County Landfill totaling 1,244.76 tons.

The Transfer Station accepted 422.23 tons of commercial and residential solid waste this month.

328 appliances, 156 tires, 164 television sets, and 33 computer monitors were received at the Transfer Station for the month.

Three (3) Bag Tags were purchased this month.

The Transfer Station's trucks used a total of 638.07 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION YARD WASTE

The Transfer Station's did not haul any loads of yard waste to the Black Hawk County Landfill. All loads were taken to the Compost Facility.

The Transfer Station accepted 4.89 tons of commercial and residential yard waste this month.

Refuse crews hauled 121.54 tons of yard waste to the Compost Facility this month.

RECYCLING CENTER (Drop off site located at 1524 State Street)

The recycling center received the following approximate quantities during the month of **May**:

Tin (Baled)	2.97 tons
Plastic (non-baled)	0.00 tons
Plastic (Baled)	17.50 tons
Cardboard (non-baled)	0.00 tons
Cardboard (Baled)	50.57 tons
Newspaper/Magazines (non-baled)	0.00 tons
Newspaper/Magazines (Baled)	24.57 tons
Phone Books	
Books/Flyers	
Office Paper	5.18 tons
Plastic Bags	0.75 tons
Styrofoam	1.12 tons
Other Items Recycled for the month	
Appliances	19.48 tons
E-Waste	2.39 tons
Glass	117.39 tons
Scrap Metal	38.70 tons
Shingles	42.03 tons
Tires	2.60 tons

Revenue generated by the Recycling Center for **May** was \$913.40.

UNI RECYCLING SUBSTATION

The UNI Recycling Substation received the following quantities of recyclables for the month of May.

Plastics #1-7	3.81 tons
Cardboard	12.16 tons
Newspaper	5.99 tons
Tin	0.83 tons
Glass	2.22 tons
Plastic Bags	0.54 tons
Office Paper	1.76 tons
Styrofoam	0.32 tons
Total	27.63 tons

FAREWAY RECYCLING SUBSTATION

The Fareway Recycling Substation received the following quantities of recyclables for the month of May.

Plastic #1-7	8.11 tons
Cardboard	18.44 tons
Newspaper	5.49 tons
Tin	0.91 tons
Glass	2.19 tons
Total	35.14 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

The Greenhill Village Recycling Substation received the following quantities of recyclables for the month of May.

Plastic #1-7:	2.85 tons
Cardboard	18.28 tons
Newspaper	5.65 tons
Office Paper	0.67 tons
Plastic Bags	0.00 tons
Tin	0.46 tons
Glass	2.01 tons
Styrofoam	0.22 tons
Total	30.14 tons

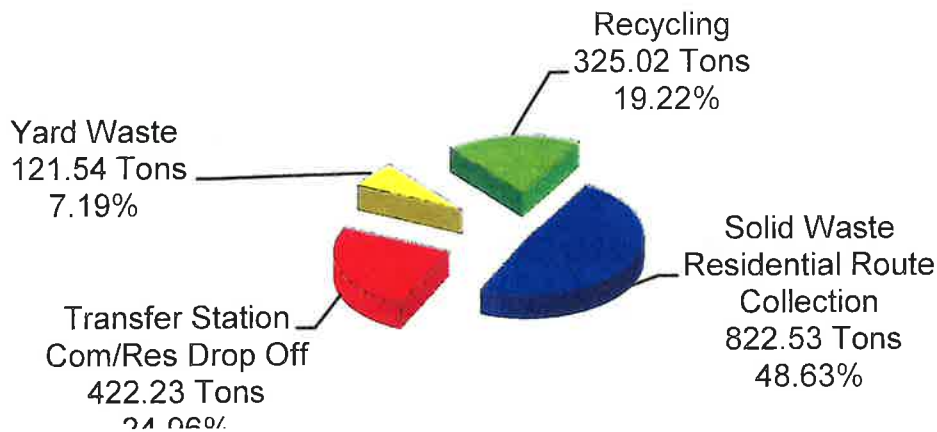
MONTHLY TOTALS

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,691.32 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of May 2019 for the City of Cedar Falls.

May 2019

Total MSW Collected - 1,691.32 Tons



MISCELLANEOUS TASKS

Refuse and yard waste carts were exchanged and repaired as needed.

Equipment was cleaned on a weekly basis.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLIC WORKS / PARKS DIVISION
STREET SECTION
MONTHLY REPORT FOR MAY 2019**

COMPOST FACILITY

- The seasonal compost facility was randomly monitored on a daily basis ID's were checked.
- Unacceptable & undesirable materials dropped off by residents were removed whenever encountered.

OUTSIDE SECTION ASSISTANCE

- Provided assistance in the fleet maintenance facility.
- Installed water line at Place to Play Park.
- Installed sewer line at Place to Play Park.
- Assisted with solid waste and yard waste collection.
- Assisted with E.A.B. removal.

CEDAR RIVER

- The river level was monitored and normal operational procedures for the dam gates were followed during fluctuating water levels.
- Placed appropriate signage out for minor flooding.

STREET & ALLEY MAINTENANCE

- Streets were swept on a routine basis throughout the month
- Potholes were filled with asphalt hot mix or with the Dura-Patch spray patch machine.
- Alleys & road shoulders were graded as needed during the month.
- Continued annual crack routing & crack sealing activities.
- W Viking was repaired with new sub base and asphalt patch due to the frost boils this spring.
- S. Union was maintained with road stone and millings.
- Shoulders were mowed as needed during the month.

SANITARY & STORM SEWER MAINTENANCE

- Repaired a sanitary sewer manhole on Algonquin Dr. in front of Place to Play Park.
- Repaired a damaged storm water intake at 1614 Cherry Ln.
- Repaired a damaged storm water intake on the golf course driveway.
- Repaired a damaged storm water intake at the entrance to Policeman Park on Lincoln St.

MISCELLANEOUS TASKS

- Installed concrete floor at 1500 Bluff Street material storage building.

- Cleaned debris from a storm water swale at 422 Greenhill Rd for better drainage and flow.
- Cleaned debris and sediment from a storm water outlet at Cedar Heights Dr. and Greenhill Rd.
- Hauled a dump truck load of dirt/compost mix to Holmes Jr. High School for a planter box project.
- Sent 4 equipment operators to road grader training seminar.

SPECIAL EVENTS:

Traffic control materials were placed & retrieved for the following events

- Delivered fence & posts to Sturgis Park to accommodate various summer activities.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLIC WORKS/PARKS DIVISION
TRAFFIC OPERATIONS SECTION
MONTHLY REPORT FOR MAY 2019**

- 110 traffic control signs were repaired.
- Made 3 labels for vehicle maintenance.
- Fabricated 10 signs for various applications.
- Traffic operations completed 15 One Call utility locates.
- Completed 19 minor repairs or upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 5 minor tasks.
- Responded to 4 outdoor emergency siren trouble calls, repairs were made and tested for normal operation.
- Delivered building supplies and completed recycling task at city facilities.
- Replaced a broken light pole at the 2200 Complex.
- Traffic Operations repaired or replaced 5 spotlights and 6 receptacles on Main Street.
- Replaced all pedestrian pushbuttons at 4th and Hudson Rd due to numerous faults.
- Traffic operations began annual task of roadway and parking lot painting. This month Center lane turn arrows were painted throughout town.
- Traffic Operations completed the electrical rough in for the Place to Play Restroom shelter.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
FLEET MAINTENANCE SECTION
MONTHLY REPORT FOR MAY 2019**

The Fleet Maintenance Section processed 142 work orders during the month of May 6 of them were either sent out or done by staff from other sections.

1,195 transactions were recorded through the City's fuel dispensing sites. The Usage was as follows:

7,050.162 Gallons of Ethanol

8,904.333 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of May was 15,954.495 Gallons.

Routine service and repairs were conducted throughout the month on the City's fleet. Following is a list of significant repairs performed on equipment.

Street Section

20194: Replaced carburetor and fuel line fitting.

20201: Replaced aggregate tubes and swing arm section.

230: Replaced DEF tank heater.

231: Replaced shift lever and tube assembly.

236: Replaced EGR valve.

245: Replaced muffler and fixed box pin from coming out.

265: Fixed corroded connector on alternator.

266: Replaced front brake hoses.

271: Replaced starter and batteries.

286: Installed water kit, strobe lights, and 2 way radio.

297: Replaced bearings on impeller.

Refuse Section

301: Started new vehicle setup and undercoated truck.

3068: Bolted bucket to the skid steer.

310: Replaced tire because of road hazard damage.

340: Replaced broken weldment on gripper arm.

342: Replaced radiator.

352: Replaced front brake hose.

370: Replaced a/c compressor and charged system.

381: Replaced hydraulic connector on trailer.

Parks/Cemetery/Rec Section

- 2105: Replaced serpentine belt, idler pulleys and tensioner.
- 21107: Replaced deck, PTO and alternator belt and serviced unit.
- 21111: Replaced PTO belt.
- 2118: Replaced rear brake line and rear axle brake lines.
- 21200: Replaced fuel filters and installed new debris filters off of tank.
- 2122: Replaced idle air control valve.
- 2123: Replaced rear u-joint on drive shaft.
- 2181: Replaced grapple bucket hose.
- 2183: Replaced head gasket seal and had head surfaced.
- 2186: Replaced transmission pan.
- 2362: Replaced deck belt tensioner.
- 2367: Replaced PTO clutch.

Fire Division

- FD00: Installed new exhaust adaptors on six fire trucks for new building.
- FD503: Rebuilt tank to pump valve on pump.
- FD540: Replaced broken air fitting for Kussmaul charge system.

Police Division

- PD03: Replaced washer pump and fuse.
- PD06: Replaced driver's side door regulator.
- PD12: Replaced all four tires.
- PD13: Replaced variable valve timing actuators on exhaust valves.
- PD15: Replaced front and rear brakes.
- PD17: Replaced right axle shaft and sway bar links.
- PD19: Replaced alternator.

Community Development

- 105: Replaced shift linkage.
- 412: Charged a/c system.
- 414: Replaced starter.
- AD05: Replaced front and rear brakes.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLIC WORKS / PARKS DIVISION
PUBLIC BUILDINGS
MONTHLY REPORT FOR MAY 2019**

AQUATIC CENTER

- Installed new fans in locker rooms.
- Replaced bulbs and ballasts and emergency batteries in lighting.
- Troubleshoot pump controller and replaced float in shallow pool pit.
- Repaired stool shut off valve.

CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Adjusted thermostat settings as needed.
- Delivered janitorial supplies.
- Removed salt containers and shovels.
- Fire alarm system was inspected by contractor.
- Completed sidewalk safety inspection.
- Contractor installed exterior power outlets for Sturgis trailer.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Removed salt containers and shovels.
- Replaced stained ceiling tiles.
- Exterior receiving door was replaced.
- Completed sidewalk safety inspection.

FIRE DEPARTMENT

- Delivered janitorial supplies.
- Cleaned out drain lines in restroom and kitchen. Replaced drain piping in kitchen.
- Replaced leaky shut off valve to pressure washer.
- Completed sidewalk safety inspection.
- Replaced cord end for engine at Lone Tree Rd.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Removed salt containers and shovels.
- Contractor completed painting of the galleries.
- Display cabinet was removed from small gallery.
- Completed sidewalk safety inspection.
- Cleaned several chairs

LIBRARY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems. Adjusted temps for spring/summer settings.
- Replaced light bulbs.
- Replaced light ballasts.
- Replaced dirty HVAC filters.
- Completed sidewalk safety inspection.
- Removed chairs and old equipment and disposed of.
- Replaced shut off valve to stool on 1st floor.
- Troubleshoot door controllers after power outage. Reset power to controllers.

MUNICIPAL OPERATIONS AND PROGRAMS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested emergency generator.

- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems.
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Completed sidewalk safety inspection.
- Repaired lock on mechanics door.
- Repaired urinal valve.
- Installed new hood on rooftop ventilation fan damaged by high winds.
- Reinforced all exhaust fan hoods on roofs.
-

PUBLIC SAFETY

- Installed 40 TV mounts.

RECREATION CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Reviewed building automation systems to verify proper operation of systems and schedules.
- Replaced bad light bulbs and ballasts.
- Removed salt containers and shovels.
- Repaired interior door.
- Wired new outlet for air conditioner in cycling room and installed new unit.
- Installed new flow switch on water valve to prevent excess water usage.
- Installed two new fire extinguisher cabinets on track.
- Repaired three shower valves afterhours.
- Repaired drinking fountain.
- Cleaned dryer exhaust vent.
- Completed sidewalk safety inspection.

TRAFFIC OPERATIONS

- Assisted with signage repair and locates.
- Responded to afterhours power outage at 12th & Main signals, reset controller once CFU restored power.
- Training on sign plotter.


VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Set up temporary air conditioners while new units were being installed.
- New air conditioning units and refrigeration lines were installed.

**RECREATION DIVISION
Monthly Report
May 2019**

- Rec Center
 - Fitness classes have gone well with no issues with 2874 patron participating.
 - Staff is busy taking registration for programs like baseball, softball, tot lot, camps, swim lessons, track, tennis, karate, adult exercise programs and other summer programs
 - Staff handled the increasing sale of swim passes as the end of the school year and Memorial Day got closer.
 - After one month of the new memberships where drop in fitness classes are included and free towel service the change has been very well received.
 - The contract with RDG /Ballard King Out of Des Moines has been signed. This is to determine the future needs of the Recreation & Fitness Center regarding a possible expansion and programs to be offered. Staff has spent a lot of time pulling together information RDG will need to do their analysis of what we have been doing, what others in the area are doing and what voids there may be.
 - Staff has started to prepare for reorganization which we believe will take place July 1st as we leave Municipal Operations and transition to Developmental Services.
- Staff has all part time staffing needs for the upcoming summer after interviewing staff in March, April and May and making job offers as we go along. This spring has been the most challenging spring we have had not only getting applications but hiring staff as well. If history repeats itself we will unfortunately have a number of staff who have accepted jobs with us either not show up to staff meetings or that will let us know the first week of June they no longer plan to work for us. So we continue to accept applications just in case.
- Rental for season four of the Island Park Beach House have started on May 1st and will continue until October 15th. The river level has provided a challenge and forced a number of cancellations.
- Work continues daily to groom and prepare are ball fields for play.
- 51 adult softball teams registered for league play this summer got their summer started the last week of April/first week of May.
- The Recreation Center will once again be selling consignment tickets to area tourist attractions like Lost Island, Valleyfair, Blank Zoo and other summer destination.
- Falls Aquatic Center and Indoor pools
 - Working with the school to schedule routine maintenance at Holmes
 - Scheduling indoor private parties
 - All 3 pools at the Falls were filled around Mid- May. The process of heating the water from 50 to 80 degrees has been a challenge with nighttime temperatures in the low 40's and daytime highs in the 50's. But by Memorial Day we had all 3 pools at 77 degrees or higher and adjusting chemicals was started shortly after.
 - Shade covers were put up, decks power sprayed and cleaned, close to 250 lounge chairs and sand chairs were cleaned and set out around the pools, inner tubes were cleaned and blown up, signs were put up, shelves stocked with supplied and items to be sold in the concession stand, etc.
 - The Falls opened the Saturday of Memorial day weekend. The pool was open for 37 hours over 7 days with 3,683 patrons
- Beach House/Island Park rentals we had to cancel 6 beach House rentals and 2 shelter rentals due to flooding in the park.

Respectfully submitted,



Bruce Verink
Recreation Division Manager

Recreation and Community Center Usage For May 2019

Members using the Facility	10,909	Personal Trainer	288
Non-Members using the Facility	371	Massages	34
Child Care	124	Meeting/Tour/Rental	1,108
Aerobics	1,150	Karate	41
Circuit Weight Training	71	Birthday Party Bonanza	60
Cardio Cycling	626	Racquetball/Wallyball Hours	19
Yoga	895	Pickleball	330
Rock On	89	Steam Room	586
Zumba	43		
		TOTAL	16,744

Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 th Grade & Under	4	12 th Grade & Under	0
Adult	49	Adult	9
Senior Citizen	15	Senior Citizen	2
Family Pass	55	Child Care 20-punch	6
Corporate Family	0	Child Care 40-punch	0
Corporate Individual	3	Racquetball	0
Summer 4 mo. Special	25		

Credit Card Usage	
Rec Center	\$141,308.30
Leisure Link	\$10,554.00

Daily Fees

Admission	\$2,872.00
Child Care	\$20.00

Racquetball	\$8.00
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Swimming Pool Passes (Summer)

Family	722
Individual Adult	39
Child Care Provider	58

Youth/Senior	89
Lap Swim Only	5

Youth Programs

Pool Parties	75
Swim Club	1,676
SCUBA	10
Soccer – 4 & 5 yr olds	96
Coach Pitch Ball 1st & 2nd Grade	
Baseball	588
Softball	288

Wrecking Crew	
Softball	
3rd & 4th Grade	195
Baseball	
3rd & 4th Grade	481
5th & 6th Grade	182

Adult Programs

In-service Training-Pool Staff	442
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Adult Softball	2,160
Pickleball	330

Recreational & Lap Swim

Indoor	483
Outdoor	3,683

Rentals

Pool Parties	2
Beach House	15
Ball Fields	163

Shelters	54
Gateway Celebration Shelter	12
Recreation Center	14

CEDAR FALLS RECREATION DIVISION
May-19

ADULT EXERCISE

Circuit Weight Training	
T & Th 4:30 pm	11
Total Circuit Weight Training	11
Rock On Monthly	
M,W,F 5:40am	10
Total Rock On	10
TOTAL ADULT EXERCISE	21

YOUTH SPORTS

KARATE	
4:15 PM	12
5:00 PM	7
TOTAL KARATE	19

YOUTH SHORTSTOPS COACH PITCH

1st & 2nd Grade Boys	
Aldrich	12
Cedar Heights	12
Hansen	24
Lincoln	7
North Cedar	5
Orchard Hill	9
Southdale	11
St. Pats	4
TOTAL BOYS COACH PITCH	72

1st & 2nd Grade Girls	
Aldrich	3
Cedar Heights	4
Hansen	12
Lincoln	2
North Cedar	0
Orchard Hill	8
Southdale	7
St. Pats	0
TOTAL GIRLS COACH PITCH	33

YOUTH SPORTS	105
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CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
May 2019



Projects:

- The preferred route for the Great American Rail Trail was announced. It comes directly through Cedar Falls and the Cedar Valley Nature Trail is a featured trail. The intention is to connect Washington state to Washington DC via this trail and it should be a number of new visitors to our area.
- Sydney Schoentag joined our staff for the summer through a UNI internship program. She will be assisting with daily operations and special projects like a trail survey.
- Working on details related to Helms Briscoe FAM Tour to take place in October.
- Set up volunteers to staff 14 UNI Orientation sessions throughout the summer.
- Hosted an appreciation party for Hearst Center staff and volunteers.
- Developed a plan to partner with Experience Waterloo to produce the 2020 Visitor Guide.
- Toured NinjaU and discussed a potential grant to help them host the Iowa Games.
- Met with Mark Kittrell and Dave Deaver to discuss Cedar River improvements. They later presented by the CFTVB board seeking a letter of support, which was provided. I am now on the steering committee to help move this idea forward.
- In addition to supporting the Cedar River and downtown improvements project, the CFTVB board awarded a grant of \$800 to the Mid America Youth Basket Ball tournament which anticipates bringing 3,000 to the community for a direct spending impact of \$318,600. They also awarded a \$1,000 grant to Antique Acres to promote the Old Time Power Show which anticipates hosting 7,000 people, resulting in \$138,528 in direct spending. Grants of \$1,000 each were also awarded to the Sturgis Falls Celebration, which anticipates bringing in 100,000 resulting in \$1,978,975 in spending, and the Cedar Basin Music Festival, anticipating to bring 20,000 people and \$395,795 in spending.
- Hosted an Envoy Appreciation Coffee to kick off the summer season with our volunteers.
- I met with Stephanie Houk Sheetz a couple of times to prepare for the upcoming transition to the Community Development Department.
- We cohosted the Cedar Valley Tourism Awards at the Courtyard by Marriott, honoring +++
- We provided promotion and refreshments for Bike to Work Day activities.
- Met with Amanda Huisman to welcome her to the city and discuss how we can work together to share good news Cedar Falls.
- Hosted a Currents Up Close program for the Sturgis Falls Celebration and for the Cedar Basin Music Festival.
- Attended Hearst Center marketing meeting and offered Sydney's help to put their website together.
- Met with Pedal Fest committee. We are handling promotions and providing administrative assistance for the event.
- Hosted 11 rentals at the Visitor Center, bringing in \$2,325 in revenue.
- Provided promotional assistance and set up flyers, posters and signage for the Passport to the Arts program.
- Walk-in traffic to the Visitor Center doubled from the previous month.

Highlights from Becky Wagner:

- Provide training for new intern.
- Hosted a tour group to shop downtown and Barn Happy.
- Distributed Sturgis Falls Children's Parade flyers. Also ordered ribbons and stickers for the event.
- Requested room rates for Antique Spectacular.
- Offered assistance in preparation for the 2020 Hawkeye Farm Show at the Dome.
- Created a newsletter and sent to 1,027 group tour planners.
- Prepared bills and payroll.

Highlights from Linda Maughan:

- Made recommendations and placed Iowa co-op advertisements for FY20
- Provide training for new intern.
- Received and evaluated digital proposals from four agencies.
- Clicks to our banner ad with Travel Iowa increased by 26% due to their spring advertising launch.
- Set up analytics for Cedar Valley 365.
- Boosted social media posts about patio dining options reaching an additional 12,585 people resulting in 281 clicks and 120 reactions.
- Produced content about 20+ Patio Dining Options and Mother's Day Brunches.
- Monitored and created posts for Facebook, Twitter, Instagram, Pinterest and Google+ for the Visitor Bureau.
- Updated web pages and set up new pages for Cedar Valley Pedal Fest and Passport to the Arts.
- Received 700 leads from our shared Travel Iowa ad.

Highlights from Deb Lewis:

- Researched promotional and gift items for purchase.
- Provide training for new intern.
- Set up our first Cedar Valley 365 widget for the Cedar Trails Partnership.
- Creating a new t-shirt design with Cedar Falls attractions for sale in the gift shop.
- Assisted 12 individuals with rental information and managed 15 rentals.
- Created a widget to display trails-related events from our on-line calendar of events on the Cedar Trails Partnership website.
- Tabulated statistics for monthly report.
- Managed trails promotion through social media and websites.

Highlights from Bonita Cunningham:

- Continued research of events and management of on-line calendar of events. Also encouraging and training partners to use the new tool.
- Researched and selected events for Hospitality Highlights newsletter x5.
- Created a Bids and Projects Excel database.
- Spearheaded KWWL weekly noon news segment featuring Cedar Falls Tourism & Visitors Bureau, Experience Waterloo, Community Main Street and Main Street Waterloo.

Meetings/Events:

- TVB staff x5
- Cedar Valley Sports Commission board
- Metro Funders
- Gallagher Bluedorn Performing Arts Center Preview Party
- Community Main Street board
- Met with Ron Gaines, Jennifer Rodenbeck, Mark Ripplinger and Heather Skeens to discuss the red house next to the Hearst Center.
- TVB marketing committee
- Cedar Trails Partnership board
- Cedar Basin Music Festival board
- Sturgis Falls Celebration board
- Iowa Destination Marketing Alliance meeting in Council Bluffs
- Iowa Department of Transportation Tourist Oriented Signage committee
- Experience Waterloo board
- Art and Culture board
- City mobile app committee
- Hearst Center visioning committee

Other events we assisted with:

- Full Count Cinco de Mayo Tournament at Dane and Tibbetts fields

- TriByKnight Triathlon at Wartburg- 228 attended
- Iowa State Soccer Cup at Cedar Valley Soccer Complex-900 participants were expected

Respectfully Submitted,

A handwritten signature in black ink that reads "Kim Manning". The signature is written in a cursive style with a long, sweeping tail on the letter "g".

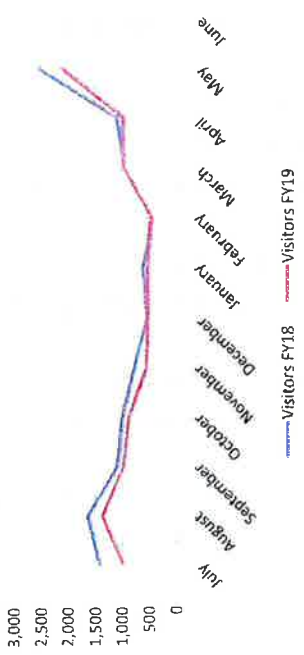
Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

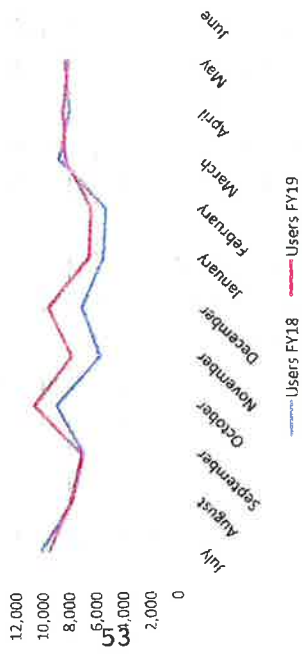
July	August	September	October	November	December	January	February	March	April	May	June	Totals
INCOMING CONTACT BY												
964	1,363	963	868	532	512	502	436	948	949	2,094		10,131
1,411	1,635	1,088	988	766	528	606	425	953	1,085	2,509	1,982	13,976
58	44	25	26	25	65	42	27	33	36	41		422
0	0	0	0	0	0	0	0	0	0	0		0
143	118	114	118	86	77	122	115	147	151	171		1,362
HOW/IF/ARI/ABOVE/US - If offered												
0	0	5	1	3	0	3	0	0	0	4		16
0	2	20	0	2	0	0	0	2	1	3		30
0	4	14	12	2	3	3	5	5	2	16		66
0	0	0	2	0	0	0	0	0	0	0		2
4	0	1	1	0	0	2	0	0	0	0		8
SPECIFIC PROMOTION												
62	188	96	128	47	63	71	82	223	142	697		1,799
229	191	175	228	181	139	209	151	189	211	291		2,194
1	12	0	2	2	9	5	1	7	4	9		52
2	1	0	2	2	0	2	6	0	6	3		22
1	1	11	2	2	15	3	25	22	10	5		97
0	0	0	1	0	0	0	0	2	0	0		3
0	0	0	0	0	0	0	2	1	3	0		6
100	118	96	55	4	9	14	1	66	107	70		640
0	11	5	2	10	39	7	4	12	22	12		122
655	756	664	484	254	296	194	164	427	488	554		4,936
ADVERTISING LEADS												
572	483	415	331	337	279	2,988	920	768	691	700		8,484
1	1	2	0	0	0	0	0	0	0	0		4
4	0	0	0	100	160	1	0	0	0	40		305
117	24	25	15	8	8	0	0	0	0	0		189
4	9	4	4	0	14	6	3	16	7	4		67
PROMOTION/DISTRIBUTION												
1,364	1,252	1,040	1,236	861	598	12,091	1,180	3,988	1,145	1,791		26,546
27	27	17	11	7	33	22	20	28	25	41		258
312	467	380	410	410	60	3,434	212	2,484	223	321		8,713
240	120	175	120	0	120	5,635	0	675	150	375		7,490
30	7	7	2	7	14	5	25	17	9	20		143
57	114	15	347	0	30	0	0	0	40	290		893
321	368	73	179	83	43	124	102	1,173	432	207		3,105
WEBSITE TRAFFIC												
9,469	7,844	7,077	10,612	7,731	9,552	6,519	6,341	8,229	8,459	7,998		89,831
10,074	7,809	6,880	8,907	5,646	7,026	5,409	5,227	8,715	7,926	8,289	11,339	93,247
11,650	9,315	8,628	13,109	9,476	11,833	7,724	7,503	9,879	10,185	9,673		108,975
12,533	9,504	8,410	10,684	6,837	8,573	6,430	6,189	10,504	9,362	10,182	14,116	113,324
Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Homepage	
Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Facebook	
m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	
NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	84	
CedarValley365.com	Users	Users	Users	Users	Users	Users	Users	Users	Users	Users	2,683	
SUBSCRIPTIONS												
390	414	417	418	426	426	427	450	450	423	432		4,322
148	156	160	168	168	171	182	179	173	182	185		1,852
543	550	548	551	510	490	390	408	400	427	430		4,322
SOCIAL MEDIA FOLLOWERS												
8,577	8,608	8,614	8,619	8,641	8,651	8,651	8,654	8,658	8,674	8,713		87,133
1,000	1,012	1,029	1,062	1,066	1,084	1,131	1,162	1,198	1,230	1,275		12,375
3,657	3,616	3,639	3,661	3,648	3,656	3,711	3,700	3,711	3,719	3,720		37,719
504	505	506	497	493	492	499	499	502	506	507		5,072
27	21	21	22	22	22	22	22	22	22	22		222
VOLUNTEER INVOLVEMENT												
129	138	146	116	143	126	206	148	332	116	212		1,812
152	72	6	8	4	4	0	4	4	0.00	106		356
98	105	100	82	93	93	72	61	96	72	109		978
29	4	4	4	63	0	3	53	61	0	4		224
MISC.												

	2	11	3	4	1	2	3	3	1	3	3	0	3	0	2	0	2	0	0	7	9	18	64	
Groups in Conference Room																								
Motor Coach Groups in CF	0	3	1	1	1	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	1	1	8	
INCOME																								
Raft Shop Sales	\$872.15	\$774.46	\$474.84	\$521.32	\$325.40	\$370.47	\$350.39	\$350.00	\$275.00	\$150.00	\$261.24	\$483.38	\$504.86	\$5,156.90										
Facility Rental	\$210.00	\$630.00	\$500.00	\$350.00	\$125.00	\$275.00	\$150.00	\$300.00	\$175.00	\$0.00	\$175.00	\$300.00	\$2,325.00	\$6,340.00										
Host Motor Coach - Motor Step Inside	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00										

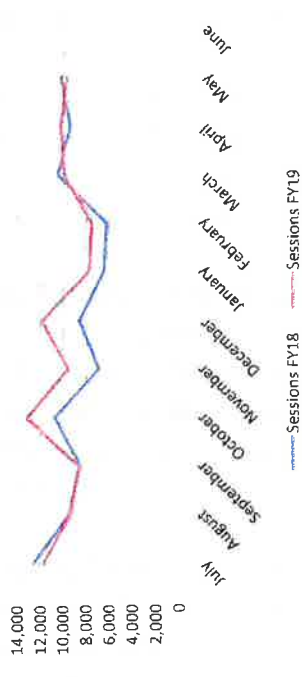
Visitor Center Traffic, Door Counter



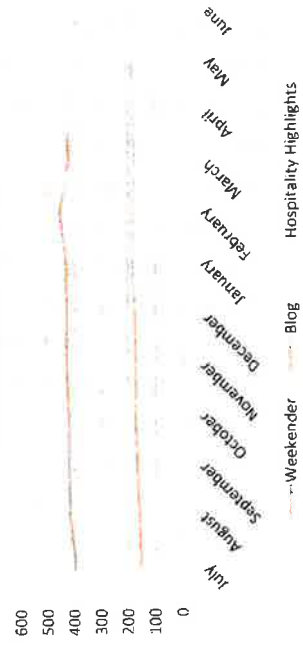
Website Traffic, Users



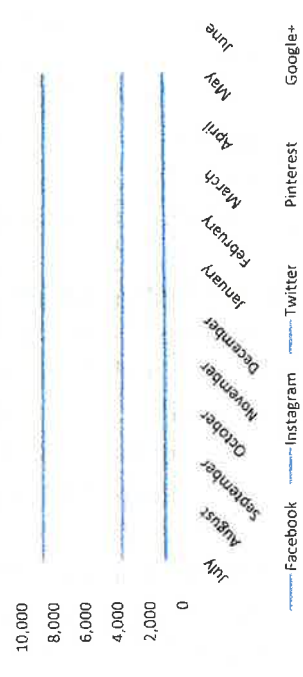
Website Traffic, Sessions



Subscriptions FY19



Social Media Followers FY19





PUBLIC EVENTS/PROGRAMS @ The Hearst

- May 7: Red Herring Readers Theatre presented "A Body of Water"
- May 28: First 50: Collaborations Exhibition Opening Reception
- May 30: Film screening of *Picasso and Braque Go To The Movies*
- May 2: Live music with The Songbook Trio
- May 5: Open Air Studio in the Hearst sculpture garden
- May 10: Lunchtime Concert with UNI School of Music
- May 12: Open Air Studio in the Hearst sculpture garden
- May 19: Open Air Studio in the Hearst sculpture garden
- May 23: Triflemore Concert
- May 30: Pop-Up Quilt show in the garden with live music

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Wrote and submitted grant request to CFCF for conservation needs.
- Worked with ACB treasurer on establishing application draft for Community Sponsorship.
- Traveled to St. Paul with Curator to meet potential donor and discuss exhibition of work.
- Provided two tours for art education majors at UNI.
- Worked with Danny Laudick to brainstorm downtown collaborations with business community.
- Worked with Ryan Knipp (PAC) on process for creating new Public Art brochure.
- Met with city leadership regarding use of our vacant rental property for studios.
- Worked with Matt Buck to establish schedule for repairs needed by end of FY19.
- Attended staff appreciation party hosted by ACB.
- Interviewed new Hearst intern Susan Pratt and scheduled her projects.
- Met with Visioning Committee member to discuss committee direction and needs.
- Met with volunteer designer regarding Pedal Fest marketing.
- Reviewed over 15 grants as volunteer panelist for Iowa Arts Council.
- Met with president of the ACB to discuss upcoming projects.
- Attended meeting with Dean Fritch and Angela Waseskuk to gauge university interest in partnership for artist studio spaces.
- Coordinated installation of window vinyl production and installation for Hearst façade.
- Attended day-long UNI Service Learning Institute as part of upcoming project with Jim O'Loughlin's graduate English class.
- Participated as panelist for the Hartman Visiting Arts selection committee.
- Composed two memos to city leadership regarding ACB vacancy and reappointment recommendations.
- Assisted with "installation/de-installation" of 30th Anniversary Garden Pop-Up event.
- Reviewed all events, education and exhibition information from staff for Currents.

- Attended quarterly marketing committee meeting of the ACB, organized by Abby Haigh.
- Hosted/attended opening reception for "First 50: Collaborations" exhibition.
- Participated in panel discussion/conference for Iowa Arts Council grants.
- Met with collections manager at the Brunner in Ames re: de-acquisition processes, with Emily Drennan.
- As chair of the programs committee, coordinated first committee meeting for the upcoming Iowa Arts Summit with the Cedar Valley Arts Steering Committee.
- Met with Carol Lilly and Kim Bear to discuss ideas for new ARTapalooza activities.
- Attended and participated in monthly Cedar Valley Art Steering Committee meeting.
- Reviewed/amended agendas and meeting minutes for Friends, Art and Culture Board and Public Art Committee meetings.
- Attended/presented at meetings of Friends of the Hearst Board, Art and Culture Board and Public Art Committee.
- Worked with Senior Services Coordinator to approve bills, dailies, timesheets, etc.
- Led weekly staff meetings.
- Sent two "board bites" emails for board and committee members, council and directors.

HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Followed up with separated instructors for new addresses.
- Completed fixed assets inventory.
- Entered new, updated existing, and canceled classes in MaxGalaxy.
- Followed up with vendors about p-card transactions and sales tax.
- Produced list of new and renewing members for brochure.
- Researched contacts for future exhibit content.
- Helped show, book and set up for rentals when Sheri was out of the office.
- Generated lists and prepared multiple mailing for the post office.
- Purchased and maintained stock of office supplies.
- Processed weekly deposits for the Hearst front desk and Friends group checks.
- Handled gift shop transactions and answered customer questions about merchandise.
- Answered questions on the phone and in person about upcoming events & classes.
- Greeted visitors and gave directions to other area attractions
- Entered council bills, P-card transactions and payroll
- Processed vendor payments and reimbursement requests.
- Generated invoices and processed payments for North Star.
- Generated reports from AS-400 for staff members as requested.
- Recorded Friends donations and membership dues in Past Perfect.
- Updated the past year comparison report of Friends Memberships.
- Updated the financial report for the Public Art Committee meeting.
- Completed program registrations both in person and over the phone for classes.
- Entered rental contracts into MaxGalaxy and processed payments.
- Made weekly reports on the status of membership and class enrollment.

HIGHLIGHTS from Emily Drennan, Curator and Registrar:

- Visit the family of the late artist KC Franks (Cedar Falls/Mason City) in Saint Paul to discuss a possible partnership.
- Deinstall works in "Cedar Falls Student Art Exhibition" and prepare for return delivery.
- Deinstall works in "To the New World: ANTONÍN DVOŘÁK IN IOWA" and prepare for pick-up by buyers.
- Color match gallery custom color in new, no-VOC paint.
- Patch walls; work with painting contractor to coordinate painting of hall, galleries, and part of reception area.
- Prepare for "Collaborations: First Fifty 2019" public drop-off day; develop a layout for the installation; install.
- Work with the Marketing Assistant to prepare signage, statements, labels for exhibitions.
- Work with woodworking contractor to develop a floating shelf for the entirety of Dresser-Robinson Gallery.
- Work with exhibiting artist Jimmy Murray to curate an installation of his work; install.
- Attend an opening reception for "Collaborations" and give an interview to cable.
- Travel to Ames to meet with Brunnier museum staff to discuss deaccessions and related processes/policies.
- Prepare minutes for the Cedar Falls Public Art Committee (CFPAC) and release for distribution and public posting.
- Attend a meeting of the Building Visioning Committee.
- Develop a layout for the Hearst's annual k-12 exhibition to be installed in the Dahl-Thomas Gallery only; Install work, lights, and labels.
- Receive training on the new copier.
- Maintain clean walls and functioning track lights during public hours of exhibitions.
- Communicate with artists and lending organizations to plan for upcoming exhibitions.
- Work with the Cultural Programs Supervisor on current and upcoming projects and related events.
- Attend weekly staff meetings.



HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- May 7th Red Herring Theatre Play, coordinated and attended.
- May 28th, Collaborations Reception, coordinated food, drink and volunteers.
- May 30th, Picasso and Braque Go to the Movies film showing 10 am and 7 pm. Organized marketing and licensing fees.
- May 2nd, Songbook Trio make up performance.
- May 5th, Open Air Studio in the Garden Cinco de Mayo theme. Created themes, managed marketing and organized snacks for this and upcoming events.
- May 10th, organized and hosted Lunchtime Concert.
- May 12th, Open Air Studio in the Garden Mothers' Day theme.
- May 19th, Open Air Studio in the Garden Black Forest Cake Day theme.
- May 23rd, Organized and hosted Triflemore for free concert.
- May 30th, Open Air Studio in the Garden Pop up Quilt Party theme with live music, treats and scarf dyeing.
- May 1st, Meeting with Tom Connors and Katie Gruel about booklet layout for Pedal Fest
- May 1st, Meeting with Jan Drake about Quilt pop up
- May 17th, Meeting with Heather about Quilt pop up
- May 29th, Attended off-site Pedal Fest Meeting
- I spent 9.0 hours setting up for rentals, meetings, receptions, and events in May.
- There were 6 rentals and 2 recitals in May.
- Wrote up 6 rental contracts.

- Wrote up 6 agreements for upcoming programs
- Had 7 volunteers help out for a total of 27.75 hours in April
- Reviewed materials for upcoming events in June and beyond.
- Attended weekly staff meetings.
- May 15th, attended a grant training workshop all day.
- Worked more on summer and fall brochure events.
- Worked with partners on the Passport to the Arts initiative
- Worked on the Hearst August Birthday Celebration.
- Worked on the May Open Air Studio and 30th Anniversary Programming.

HIGHLIGHTS from Angie Hickok, Education Coordinator:

- New Partnership with CF Schools- Face Painting at Family Fun Days
- Attended and took minutes for the Art and Culture Board.
- Attended LitCon Meeting.
- Attended weekly staff meetings.
- Communicated the need for availability for summer to schedule open shifts, outreach events and upcoming instructor staff meeting dates/times.
- Scheduled staff to classes, workshops, etc.
- Supervised the organization of and supply of materials of classrooms by Ed Assistant.
- Supervised and delegated duties to Ed Assistant: ordering supplies, organizing classrooms, leading classes, and scheduling outreach CAFÉ programs.
- Supervised and delegated duties to Ceramic Lab Tech: ordering supplies, organizing ceramic lab, leading classes, and scheduling, professional development.
- Supervised all lessons/activities for Saturday Morning Classes.
- Coordinated and provided a Girl Scout badge Workshop- Outdoor Art Explorers.
- Coordinated design of outreach poster for Western Home- delivered.
- Planned Alzheimer's workshop- cancelled day of- not enough enrolled.
- Worked to finalize instructor wage adjustments.
- Communicated scholarship info to public inquiries.
- Hired two new youth instructors for summer.
- Coordinated inclusivity training for Hearst staff, hosted by Together We Play.
- Communicated with several festival committees for outreach this summer.
- Scheduled one birthday party.
- Coordinated a Girl Scout Pottery badge workshop for June.
- Coordinated with Green Iowa AmeriCorps to partner for our summer camps.
- Coordinated with community members to be guests at summer camps (architects for camp architecture, etc.)
- Organized a tour for 85+ 4th graders from Southdale Elem., including arts activities.
- Planned Dazzled Hour art activity.
- Sent "Currents" info to Abby to be included in the next edition

HIGHLIGHTS from Abby Haigh, Marketing Assistant

- Worked with graphic designer on projects:
 - Triflemore poster, 30th Anniversary poster, Summer brochure, Boys in the Band poster, Movies Under the Moon poster/bookmark, Jimmy Murray postcard/gallery guide/labels/vinyl, Collaborations: First Fifty postcard/labels/artist statements/price list/vinyl, Wester Home poster, Party on the Patio poster, Currents (July, Aug, Sep), and Friends of the Hearst postcard.
- De installed Cedar Falls Student Art Exhibition and delivered artwork to the schools on 5/13.
- Submitted Summer/Fall events/exhibitions/education to the Cedar Falls Tourism Calendar/365 calendar.
- Organized/attended Marketing Committee Meeting on 5/28.
- Errands: Ace Hardware, Gary Kelley Studio, Signs by Tomorrow, Signs and Designs, Karen's Print, Leverage Printing, Cedar Falls Public Library, City Hall and Tourism.
- Mail Chimp: created content/graphics /sent/added email subscriptions, created content/graphics for 30th Anniversary, Triflemore Concert and May/June E-News.
- Continued to fill in at the front desk for lunch breaks, absences, breaks, take mail to city hall and mailings to post office.
- Submitted Hearst Center Currents to graphic designer (July, Aug, Sept).
- Gift Shop: continued additional markdowns and researched Hearst branding products.

Respectfully submitted,

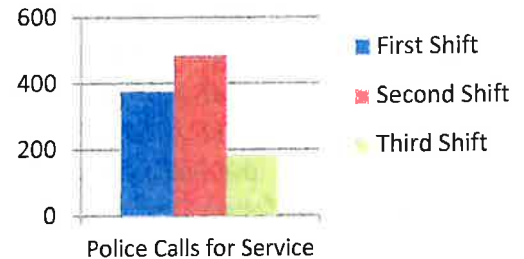


Heather Skeens, Cultural Programs Supervisor
Hearst Center for the Arts

**DEPARTMENT OF PUBLIC SAFETY
MONTHLY REPORT
MAY 2019**

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	379	487	188
Traffic Stops	88	87	109
Arrests	18	28	18



FIRST SHIFT – Captain Jeff Sitzmann

- Officers Danilson and Lechtenberg started a six week Fire Training school. They will be certified Firefighter I (FFI) shortly after this training.
- Officers again Field Trained Recruit Officers within the Department. Officer Van Horn completed the Field Training Program and is now assigned to First Shift.
- Officers assisted with the Kindergarten Reading Program by reading books and participating in a question/answer session with Kindergarten students. Grant Money from Target allows the purchase of a book for every Kindergarten student in Cedar Falls.
- At the request of numerous citizens and Council people, Officers spent a lot of time conducting Traffic Enforcement on Erik Road. Traffic has increased significantly with the opening of Aldrich Elementary School and people are concerned about safety.
- During the month, Officers continued to receive reports of scams. Many of these involve people being notified that they had won a large sum of money and needed to send in a deposit to receive the prize.
- Officers investigated a Burglary to a vehicle at Cedar Heights Elementary School. A subject broke a car window, stole a purse and then began using a credit card from the stolen purse. He also stole two license plates from other vehicles. Officers obtained video from a store where the stolen credit card was used and have pictures of the suspect.
- Officers responded to a Vehicle Fire at Walmart. Subjects on scene had used fire extinguishers and there were no longer flames showing. There was still smoke on arrival and the Compressed Air Foam system was successfully deployed.
- Officers investigated an Assault in a moving vehicle which took place near Highway 58 / Viking Road. A juvenile was upset with his parent and attempted to stab her with a screwdriver. The juvenile was charged with Assault Causing Injury.
- Officers were called to a Burglary in progress. It turned out there was an injured deer in the garage that had broken a window and was crashing into items in the garage. The deer was coaxed out and ran off into the woods.
- Officers investigated a bomb threat made to a business in the Industrial Park. During a phone call an employee was told by a subject that he was a member of a terrorist organization and had access to weapons of mass destruction. He also claimed to have the location of The CBE Group. Follow-up investigation is being conducted.
- Officers responded to an area mobile home park after someone reported a Wanted Subject was in the residence. Officers arrived, but the subject was not there. This lead to a drug investigation, Search Warrant and the seizure of narcotics. The Wanted Subject returned to the residence later in the evening and held-up inside for over an hour. He finally came out after a Waterloo Police Canine arrived on scene.

SECOND SHIFT – Captain Jeff Harrenstein

- Public Safety Officers assisted with a Garage Fire. The garage was not attached to a home, and it was fully engulfed.
- Officers were dispatched to the report of a Shoplifter at Target. The suspect was charged with Theft 3rd.
- Officers were dispatched to the report of two license plates being stolen. Both of these vehicles were parked at Cedar Heights School when the plates were taken. Officers on First Shift have been

working a case where a purse was taken from a vehicle at the school. These incidents may be connected.

- Officers were dispatched to the report of two Shoplifters at Walmart. A male and a female were taken into custody and charged with Theft 5th Degree.
- Officers responded to a Theft at Target. Two people were arrested, an adult male and a juvenile female. Both were charged with Theft 5th.
- Officers were dispatched to the report of two female Shoplifters at Kohl's. Upon arrival, an adult and a juvenile were placed under arrest for Theft 5th.
- Officers were dispatched to the report of a Shoplifter from Walmart. Upon arrival, Officers made contact with a female who is also a vendor for the store. She was observed taking items while also restocking the plants and flowers. She was charged with Theft 5th.
- Officers were dispatched to the report of a Fire at the Compost Facility. Upon arrival, Officers used the Compressed Air Foam system to extinguish a small fire. It was out prior to the Fire Department arriving on scene.
- Officers were dispatched to the report of a Disorderly male on Roosevelt Street. Upon arrival, Officers learned the male subject had a Warrant for a Parole Violation. He was taken into custody.
- Officer took a report of a Burglary of tools and supplies from the construction site for the new Holiday Inn on Hudson Road.
- Officers responded to a report of a Vehicle Accident at Highway 58 / Waterloo Road. One of the drivers was Suspended and was found to be in Possession of a baggie of Marijuana. He was arrested and charged with both offenses.
- Officers responded to a report of kids and adults Fighting on a school bus in the 2300 block West 4th Street. After further investigation, one female juvenile was arrested after learning she struck another juvenile multiple times.
- A routine Traffic Stop led to multiple traffic charges and the arrest of the male driver for a Warrant from another agency. A female who this subject had called during the Stop arrived to move his vehicle and she was found to be under Suspension, as well.
- A Second Shift Officer who had been working an extra duty assignment observed an Erratic Driver and the investigation led to the arrest of an adult male for Operating While Intoxicated 1st.
- Officers responded to 12 Motor Vehicle Accidents during the Shift. The majority of them were connected to the large amount of traffic on Hudson Road for the University of Northern Iowa graduation ceremony.
- Officers responded to a report of a Burglary in progress at a residence on Opal Lane. A subject was located and investigation determined that there were circumstances that would require assistance for both parties by the Black Hawk County Attorney's Office due to some changes made to a No-Contact Order.
- Officers were sent to a Disorderly Conduct Call at a residence on Norse Drive and it was determined it was a civil issue between the two.
- Officers responded to a report of a possible Operating While Intoxicated. The Reporting Party followed the vehicle to the Kwik Star on West Ridgeway Avenue where Officers made contact with the driver. An adult male was arrested for Operating While Intoxicated 1st.
- Officers responded to a Crime Stoppers tip at a residence on Lincoln Street and arrested an adult male on a Warrant for Criminal Mischief 4th.
- Officers were sent to the 1400 block of West 2nd Street regarding a Fight that was happening on a school bus. Investigation led to the custody of two juvenile males; one for Disorderly Conduct and the other for Simple Assault.
- Officers responded to a Fire at Aikey Auto Salvage. Public Safety Officers from Shift assisted with the Fire and a supervisor conducted crowd / scene control.
- A Traffic Stop at University Avenue / Main Street led to the arrest of an adult female for Possession of Marijuana.
- Follow-up investigation into a previous incident led to the arrest of an adult male for Theft 5th from the Fareway Store on Greenhill Road. The subject was an employee of the business.
- Officers responded to a Motor Vehicle Accident at 3rd / Franklin Streets and during the investigation an adult female was arrested for Possession of Marijuana and Paraphernalia.

- Officers were sent to a Burglary in progress at a residence on Cordoba Avenue. A male subject came into the garage while a resident of the house was sitting in a vehicle in the garage. He confronted the subject and gave chase to where the male jumped into a vehicle that sped away. Investigation continues.
- Officers responded to a Shoplifter in custody at Walmart. Investigation led to the arrest of an adult male who provided false information until his arrival at Black Hawk County Jail. He was charged with Theft 5th and Interference.
- Officers responded to a report of a female adult who apparently drove her vehicle up into his back yard at a residence on Iowa Street and was acting strangely. While he was calling to report it, she disappeared from the area leaving the vehicle abandoned. The vehicle was impounded and a check of the area later located her at 9th / Washington Streets. She was brought to the Police Station to further investigate. She was arrested for Public Intoxication and Interference Causing Injury.
- Officers were called to Kohl's for a Shoplifter in custody. Investigation led to one adult female being charged with Theft 5th Degree.
- Officers were called to a residence on West 9th Street on the report of an Assault. Investigation revealed that a husband and wife were involved in a physical altercation. Investigation to continue with County Attorney's Office review.
- Officers were called to Arrowhead Clinic on the report of a subject who came in for an appointment intoxicated. Officers made contact with the subject and observed that he was very intoxicated and unable to take care of himself. The subject was arrested and charged with Public Intoxication.
- Officers observed a woman in the area of West Seerley Boulevard and Olive Street who had Valid Arrest Warrants from a previous Second Shift case. The woman was arrested and charged with Child Endangerment and Interference With Official Acts.
- Officers received a report of a vehicle Driving Erratically on Rainbow Drive and surrounding areas. The vehicle was located and Stopped on Rownd Street. The driver was observed to be very intoxicated and was arrested and charged with Operating While Intoxicated 2nd Offense, Driving While Revoked and furthermore had Outstanding Arrest Warrants out of Polk County.
- Officers conducted a Welfare Check on a subject at a residence on North Ellen Street who is elderly and has not been seen in several weeks. Due to the condition of the residence, the Fire Department was asked to assist due to health hazards within the residence. The subject was not located inside and Officers are still attempting to locate the resident and initiate actions to have the property cleaned.
- Officers responded to a residence on Waterloo Road for a large party and fight. Officers discovered a large group of underage subjects who were drinking at a house party in the area. Many of the subjects fled on foot when Officers arrived. Follow-up will be completed and citations may be issued to the residents.
- Officers were called to a residence on Lincoln Street for a Wanted Subject at this trailer court. Officers learned that a subject was in the residence that was Wanted by the Iowa Department of Corrections. The subject, along with a female subject, refused to come out of the residence after numerous commands. Officers were then assisted by a Waterloo Police Department Canine Unit who gave additional commands with his K-9. The subjects eventually complied with commands and both were arrested on various charges.
- Officers responded to multiple Burglaries at the Chalet Center on University Avenue. Officers have a suspect in this case and are still investigating.
- Officers were dispatched to the 300 block of Walnut Street to check for a subject with a Warrant. Officers located the female and she was placed under arrest.
- Officers following up on a Fraud case and located the female suspect. She was placed under arrest for Theft 2nd and Forgery.
- During this reporting period, Officers conducted follow-up on several financial investigations relating to fraudulent checks. As a result, Officers obtained Arrests Warrants for several felonies, including Check Forgery and Theft in the 2nd Degree.
- Officer Helgeson attended Firefighter I Training during the month of May.

THIRD SHIFT – Captain Mark Howard

- Officers dispatched to a Disorderly Subject at The Library Eatery and Spirits on College Hill. Upon arrival, the bar owner advised the subject is a regular and he just wanted him removed for the night. The subject had a sober friend that took him home. Officers spoke with the bar owner and advised him about calling us and the appropriate action we would take.
- Officers called to a possible Intoxicated Driver in the drive-thru at McDonald's on Main Street. Officers arrived and made contact with the driver. The driver was a Sovereign Citizen and was being very difficult. He ended up giving Officers his necessary information and Officers were able to verify he was not intoxicated and knew his behavior from prior experiences. He was sent on his way.
- Officers were called to a residence on Briarwood Drive for a male subject at the door and the parents do not want him there. He was Advised to leave.
- Officers were called to a Burglary in progress at a residence on Iowa Street. Reporting Party believes she hears someone inside. Officers were not able to locate any one and the residence checked OK.
- Officers were called to a residence on West 8th Street for a child outside calling for its mother. She was located in a vehicle and was charged with Operating While Intoxicated. Kids were taken to their dad's for the night.
- Officers were called to Harassment via Snap Chat. It was learned that a subject was threatening to come and take her phone and TV. The suspect also threatened to do harm to the Reporting Party and her roommate. The Reporting Party did not want charges filed; they just wanted to know their options and to have Police tell the male to stop contacting the Reporting Party.
- Officers were called to the 2400 block of Walnut Street for a Suspicious Person. The Reporting Party stated that they thought they heard someone on the roof of their house. Officers arrived and located a male on the roof of the house. It was learned that the suspect had scaled up the fire escape on the side. The suspect was taken into custody and charged with Trespassing and Public Intoxication.
- Officers were called to an auto accident at the round-a-bout at University Avenue and Boulder Drive. When Officers arrived they found a single vehicle with one occupant had crashed into the decorative stone in the center. The male had to be extricated and he was transported to the hospital. At the hospital, it was learned that he had punctured his lungs and had injuries to his head and legs. A Search Warrant was completed for a sample of the driver's blood. An Operating While Intoxicated charge is pending blood test results. An accident report was completed and citations will be issued.
- Officers were flagged down for a Disorderly at Domino's Pizza on College Hill. It was learned that there was a male inside of the pizzeria that was trying to get into a verbal argument with other patrons. Contact was made, and the male was Advised of the complaint. He was no longer a problem and left the area.
- Officers were called to the McDonald's on Main Street for a female inside of the business that was being loud and disruptive. Officers made contact with employees and the female. It was learned that the female was upset because she was not getting served her food fast enough. The female was arrested for Intoxication and Assault when it was learned that she was grabbing ahold of McDonald's employees while threatening them.
- Officers were called to the 2100 block of Rainbow Drive for a Single Vehicle Accident. When Officers arrived they found a single passenger that had crashed into a utility pole at a very high rate of speed. The driver had to be extricated and was transported to the hospital. Officers were able to speak to the driver at the hospital and it was determined that a Search Warrant would be completed for a blood sample due to intoxication. Several residences in the area lost power and Cedar Falls Utilities worked on restoring electricity. Charges and citations are pending the driver being released from the hospital.
- Officers were called to Erik Road and Norse Drive for a Suspicious Vehicle with two subjects inside. Officers could not locate the vehicle or subjects. Contact was made with the Reporting Party and Officers recognized the descriptions from calls earlier in the evening. The males are selling smart phones door to door.
- Officers were called to Linda Drive on the report of a Disorderly. Officers learned that several people were out yelling. The subjects had open containers and got into a vehicle. Officers were able

locate the vehicle leaving the area and made a Traffic Stop. The driver was arrested for Operating While Intoxicated.

- Officers were called to a Fight in progress in front of Deringer's Public Parlor. There was no fight when Officers arrived. It was learned that a female was denied entry into the bar and she became upset with the staff. As she was being escorted out of the stairwell, she began fighting with the staff. Contact was made with the suspect and she was arrested for Public Intoxication.
- Officers observed a Disorderly male outside of Deringer's Public Parlor. Contact was made with the male and he was found to be intoxicated. He was arrested for Public Intoxication.
- Officers were called to Elmwood Avenue and Waterloo Road on a report of two females fighting out by the street. When Officers arrived, they spoke with a person that observed two high school aged females fighting in the area. He stated that a car pulled-up and a male got out and told the girls to take off before the cops got there. We could not locate the females.
- Officers were called to the McDonald's on 1st Street for a male subject that appeared intoxicated. The male did not know where he was, or where he was walking. The male was last seen by the Reporting Party going towards Flowerama. Officers made contact with a subject matching the description given in the area of 1st and Franklin Streets. The male was arrested for Public Intoxication.
- Officers conducted a Traffic Stop on a vehicle in the area of Seerley Boulevard and Main Street. The driver was arrest for Operating While Intoxicated 1st Offense.
- Officers were called to a 911 Call from the area of Domino's on College Hill. There was no other information given besides a female in the area that said, "Help me", into her phone and hung-up. Officers searched the area and eventually found the female. The female complained of stomach pains and appeared to have mental health issues. Paramedics were called and the female went to the hospital voluntarily.
- Officers dispatched to a bull roaming in the area of Lone Tree and Hiawatha Roads. Officers checked the area and were unable to locate the bull. Made contact with a possible owner on Lone Tree Road as a bull had been on the loose in this area in the past.
- Officers called to a Single Vehicle Injury Accident at the curve just north of The Brown Bottle. Officers were advised there was a female in the vehicle and she was trapped. Officer arrived to find a vehicle had failed to make the curve at a high rate of speed and slammed in to a large tree. The driver was trapped and Fire utilized hydraulic tools to extricate the vehicle and remove the driver. Officers applied for and were granted a Warrant to further investigate a possible Operating While Intoxicated.
- Officers dispatched to Vandalism. Upon further investigation, it was determined the ex-boyfriend entered the residence while the victim was at school and smashed some items. The suspect then went to the University of Northern Iowa and took a baseball bat to the victim's new boyfriend's vehicle. The suspect agreed to come in and was charged with Criminal Mischief and Trespassing. He was also charged by the University of Northern Iowa Police.
- Officers responded to an Assault Call. Victim reported to being Assaulted by an ex-boyfriend. Further investigation indicates the victim may not be 100% truthful. Statements were taken from the victim, suspect and four witnesses. Case remains under investigation.
- Officer dispatched to a Traffic Hazard where one vehicle slammed on his brakes for no reason nearly causing an accident. Officer made contact with the driver. Two sides to every story.
- Officer attempts to Stop a vehicle. Driver fails to yield to Officer and a pursuit began. Pursuit ended in the parking lot of the Terrace Apartments. Officers found the vehicle in the lot unoccupied. The driver was later identified and the investigation continues with charges pending. Driver will be charged with four criminal charges and several traffic violations.
- Officers were called to an address on West 4th Street for an Assault that had just occurred. The Reporting Party stated that her husband came back to the house and he was intoxicated. The husband was upset at the Reporting Party and he threw her down on a bed and strangled her. The suspect was arrested for Assault D/A and for Assault Causing Injury by Strangulation.
- An Off-Duty Officer that was on an extra work assignment initiated a Traffic Stop on a vehicle. The driver was intoxicated. The driver was arrested, and Third Shift Officers assisted in the arrest process.

- Officers were called to the Blue Room Lounge by a woman who woke up in the closet after the bar was closed. The female was unsure how she ended up in the closet. Officers were able to assist and the investigation continues.
- Officers were called to Vandalism in progress in the area of 21st and Olive Streets. The Bike Units and Foot Patrol Units worked together to track down two subjects that were going along and pulling street signs out of the ground. Contact was made with the subjects over by College Hill and they were both arrested.
- Officers made contact with a male that was lying by the sidewalk of 23rd and Olive Street. The subject was intoxicated and he was arrested.
- Officers made contact with a male behind the KwikStar on College Hill. The male was urinating behind the building. A check showed the male intoxicated and he was arrested for Intoxication and cited for the urination.
- Officers were called to assist the ambulance with an overdose. Officers learned that a female had taken all of her prescription medicine. The patient went with paramedics voluntarily.
- Officers were called to the Casey's on University Avenue for a Disorderly female. When Officers arrived, the female had come inside of the doors of the business and passed out on the floor. Officers were able to wake up the female and she became combative and tried to bite Officers. The female still appeared disoriented and she was taken to the hospital for examination. A short while later the female was released from the hospital and taken to Jail for Outstanding Warrant and Intoxication.
- Officers conducted Extra Attention Checks for the Fire Department. The Check was of a duplex trailer on West Ridgeway Avenue that had a fire earlier in the evening.
- Officers were called to a residence on West 8th Street for a report of a male / female argument going on in one of the hallways. Officers were able to make contact at an apartment and learned that the male in the apartment was kicking out some females from his place because they were getting too rowdy. The females left prior to our arrival.
- Officer was called to a residence on Higby Drive for a Theft report. The roommate stole the subject's clothes while she was away doing an internship.
- Officers were called to a residence on College Street for subjects refusing to leave. Officers assisted the subject leaving the residence.
- Officer was sent to a residence on Laurinda Drive for two subjects dressed in black acting suspicious. Officers made contact and checked the area, there was nothing found.
- Officers were called to assist and check the welfare of a person. The report came from a third party that stated their friend called and could not get a subject to leave their house. The subject had left the residence prior to their arrival.
- While on routine Patrol, Officers found a vehicle with a door open. The Officers were able to make contact with the Registered Owner. There did not appear to be anything missing anything, and there was nothing further needed.
- Officers were called to assist with a mental person on Hudson Road. The report came in that a husband returned home to find that his wife had torn up the inside of the house and was lying outside in the driveway. Officers learned that the wife had been drinking. The husband advised he would keep an eye on his wife for the evening.
- Officers were called to an Assault that had just occurred where a pizza delivery man was assaulted by a subject. Officers were able to find the other half of the incident and both gave different accounts of their interaction. Both sides were advised and sent on their way.
- Officers were on routine Patrol when they observed a verbal Disorderly in front of Sharky's Fun House. Officers made contact with both parties and they were Advised.
- Officers were called to a Disorderly among family members at a residence on West Ridgeway Avenue. Officers found out there was a verbal argument between a husband and wife while they were staying at the trailer of the wife's parents. All parties were Advised and they agreed to leave the argument alone until they cooled off.
- Officers witnessed an Assault take place in front of Voodoo Lounge. Two females were fighting and one female punched the other in the face. The suspect fled on foot, and was located a short time later. The suspect was arrested for Public Intoxication and Serious Assault.

- Officers observed an Assault in progress out front of Deringer's Public Parlor. It was learned that one male was trying to start fights. He was arrested for Public Intoxication and Disorderly.
- While investigation the incident in front of Deringer's Public Parlor, Officers encountered a subject that would not leave the area when told. The subject was later arrested for Intoxication and Interference.
- Officers were called to 12th and Tremont Streets for a Suspicious Subject. The Reporting Party stated that they had an intoxicated male follow them to their residence as they were walking home. When they got home, the male was going into the house with them. The male was upset when he couldn't come in, thinking they were at a party. The male threatened to burn the house down and come back with a gun. The Reporting Party got the male calmed down and got him an Uber to take him home. Officers were able to stop the Uber vehicle described, but the male was dropped-off at a hotel. No name was known, and no person matched the description at the hotel. Extra Attention was requested.
- Officers were called to a Male / Female Disorderly in the parking lot of Walmart. When Officers arrived, they learned that the male / female were in a verbal argument only. The couple were separated for the evening and sent on their way.
- Officers were called to Sud's Circle Pizzeria for an intoxicated male passed out in the bathroom. Officers learned that the patron had a firearm in a holster on his person. Officers made contact and had the subject examined by paramedics. When the paramedics were finished, the subject was arrested for Public Intoxication and Possession of a Registered Firearm while Intoxicated. Information will be forwarded to the issuing Sheriff for a revocation of the permit.
- Officers were called to a residence on West 8th Street for a male that would not leave an apartment. When Officers arrived, it was learned that the male had already left. The Reporting Party requested Extra Attention to her vehicle parked in the lot.
- Officers were called to the Skate Park on the report of a dark colored car in which one of the occupants brandished a firearm in front of the Reporting Party. Officers learned that the Reporting Party stopped at the Skate Park when he saw the unknown male picking on some people at the skate park. When the Reporting Party confronted the male, the male pulled out a firearm. The Reporting Party could not give a good description of the vehicle, the male, or the other occupants in the vehicle. An INTEL report has been completed for Officer's information.
- Officers were called to assist with a Suicidal Subject with a knife. The subject was having thoughts of killing himself, and he wanted help. Officers assisted paramedics, and the subject went voluntarily with the ambulance.
- Officers were called to a Disorderly on Iowa Street. The Reporting Party stated that his roommate threatened him and would not leave the residence. Officers were able to talk to both sides and learned that the argument was only verbal and they agreed to separate for the evening.
- Officers were called to Bicentennial Drive for a Disorderly. The complaint was about another person that lived in the apartment complex. The Reporting Party stated that the subject came up to his door and began pounding on the door threatening the Reporting Party. The dispute was over a bike that was stolen from the subject. Officers were able to locate the suspect male in question and it was learned that he was banging on the wrong door and had wrongfully accused the Reporting Party. The male was Advised.
- Officers were called to Walmart for a female who left without paying for items. Case is under investigation.
- Officers were called to a residence on Lincoln Street for subjects possibly stealing utilities from another residence. Case is under investigation.
- Officers were sent to The Quarters on West 27th Street for a subject passed out in the game room. Subject was taken by ambulance to the hospital.
- Officer while conducting Business Checks located an open door at T-Mobile on University Avenue. The business was Searched and there had been no break-in.
- Officer located two males arguing in the parking lot behind Tony's LaPizzeria. Both subjects had taxis arriving for them and were sent on their way.
- Officers were called to a residence on Quesada Court for an intoxicated juvenile. The male juvenile damaged his parent's car along with the neighbors. The juvenile ran off and could not be located by Officers. He turns 18-years old in two weeks and will be charged as an adult at that time.

- Officers were called to Deringer's Public Parlor for an Intoxicated subject. The subject was arrested for Intoxication.
- Officers were called to the 1300 block for three male subjects that damaged a vehicle while walking home. Officers did locate the subjects. All three were arrested for Criminal Mischief and Public Intoxication. These subjects also damaged a second vehicle and some property at a residence on Washington Street. All victims were notified.
- Officers were called to a residence on Orchard Place for a subject who entered that residence. Officers located the subject who was a Mental Subject. The subject was delusional stating someone took his 2-year old. Officers were able to prove to him that his 2-year old was OK and at home sleeping. The Reporting Party did not want the subject charged, just Trespassed from their home. Officers took the subject home and Warned him not to return.
- Officer made a Traffic Stop and arrested the driver for Driving While License Revoked.
- Officers were called to Hillcrest Apartments for an intoxicated female destroying an apartment. The subject's mother had also shown up on scene and was allowed to take her daughter home. The Reporting Party did not want charges.
- Officer while Patrolling, located a subject passed out in the 200 block East Side alley off Main Street. That subject was arrested for Public Intoxication.
- Officers were called to a residence on Center Street for Loud Music. Subjects were Warned and Advised.
- Officers were called to Deringer's Public Parlor for a Fight in progress. One subject was arrested for Disorderly and Intoxication.
- Officers were called to the alley in the 300 block between 4th and 5th Streets and West 5th Street for a subject who had been Assaulted. Officers located a male subject in the alley that was injured and was in need of an ambulance. Subject was taken to the hospital by ambulance. The case is under investigation.
- Officers were called to 700 West Ridgeway Avenue for Loud Subjects. Officers located the subjects. They were Warned and Advised.
- Officers heard a Fire Alarm going off in the area of the Police Department. Officers located the smoke detector at a vacant residence. The owner did meet Officers there and fixed the problem.
- Officers were called to a residence on West 8th Street for a Male / Female Disorderly. When Officers arrived the male half had already left the area. It was learned that it was a fight between a husband and wife. The husband had punched the wife in the face and bit her before he left. Officers were able to track down the male and he was arrested for Assault D/A with Injury.
- Officers were called to Bicentennial Drive for a Larceny of a computer. The Reporting Party reported that her new boyfriend was over at her place this evening. She left the apartment before he did earlier in the evening. When she returned she found her computer and Firestick were gone. The Reporting Party did not know how to get into contact with the male, and did not know where he lives. A report was started, and the investigation continues.

INVESTIGATIVE UNIT – Captain Michael E. Hayes

- Captain Hayes attended a College Hill Parking Study meeting.
- Captain Hayes attended the Sturgis Falls Board meeting.
- Investigator assisted with an interview of a child at the Child Protection Center. The child may have been a victim of internet porn. Investigation into the incident continues.
- Investigator talked with an FBI agent reference recent Business Burglaries that have similarities to other Burglaries that are occurring across the country.
- Captain Hayes attended the Family Children's Council HR meeting.
- Two people were arrested on our Warrants for Child Abuse in Decanter, IL. The crime occurred mid-last year.
- Investigators conducted Tobacco Checks and Re-Checks on stores that had failed the initial round of Checks. All four businesses were in compliance.
- Captain Hayes attended the Family Children's Council Executive Board meeting.
- Captain Hayes met with a parent reference Harassment that is occurring at one of the Cedar Falls schools.

- Captain Hayes attended the Cedar Valley Career Connections Appreciations meeting. This was to thank businesses and organizations in the Cedar Valley who volunteer time to students interested in certain business fields (being a Police Officer).
- Captain Hayes met with school administrator's reference a couple of school incidents.
- Investigator received a request to work a Fraud case from Johnson County. The victim lives in Johnson County, but the offense took place in Cedar Falls.
- Captain Hayes attended the College Hill Partnership meeting.
- A male and female subject were arrested on Warrants for six counts of Child Endangerment. The charges stem from an investigation that Cedar Falls Police worked last year.
- Captain Hayes attended a meeting for the College Hill Parking Study. The meeting was so that citizens could state what their concerns are.
- Captain Hayes attended the Family Children's Council Board meeting.
- Investigator Mercado (Firearms Instructor) assisted the Reserves during their Firearms Training.
- One Investigator / Public Safety Officer was called back for the Aikey Auto Salvage Fire.
- Investigator Mercado attended Social Media Training in Des Moines, IA.
- An Arrest Warrant was issued for a suspect who lives in Wyoming for Theft in the First Degree. He was a Power of Attorney for a victim who lives in Cedar Falls and used money from her account for his own benefit.
- Investigator Mercado attended Social Media Training in Des Moines, IA.
- Investigator attended Child Protection Center monthly case.
- Investigator attended monthly Sexual Assault Response Team meeting.
- Sex Kits were taken to the State Lab that had been requested for testing (Sexual Assault Kit Initiative). The information will be placed in a State data base.
- Two people were arrested by an Investigator for Theft in the 3rd Degree. They were working for a local cleaning company and stole items from a residence they were cleaning. The theft occurred in early April, 2019.
- Investigator attended a Child Protection Center interview of a child that may have been Sexually Assaulted by another minor.
- Investigator attended a Child Protection Center interview of a child that may have been Sexually Assaulted by an acquaintance.
- Investigators assisted Third Shift with a Narcotic Search Warrant in the 1900 block of Merner Avenue. The investigation continues.

Case Information For Month:

- Cases Assigned: 20
- Cases Closed Inactive: 6
- Cases Closed Exceptional: 1
- Cases To County Attorney For Review: 2
- Cases Closed By Arrest / Warrant: 4

Cellbrite Extractions:

- Android cell phone was examined reference a Sexual Assault case.
- Apple iPad was examined reference a Burglary case.

School Resource Officer:

- School Resource Officer Ferguson, Officers Gerzema and Barron read to four Kindergarten classes at Cedar Heights Elementary School. This completes the Kindergarten Reading for the year.
- School Resource Officer Ferguson assisted in getting several students across West 1st Street. The students were attending classes in the Little Red School House.
- School Resource Officer Ferguson was called to Orchard Hill Elementary School on the report of a child out of control. It was handled with no report.
- School Resource Officer Ferguson worked the Ninth Grade formal dances at Peet and Holmes Jr. High Schools.
- School Resource Officer Ferguson talked with parents' reference an incident at Peet Jr. High School. There was nothing illegal about the incident and the parents were Advised.
- School Resource Officer Ferguson took an Assault report involving a Cedar Falls student. An interview has been set-up at the Child Protection Center for the victim.

- School Resource Officer Ferguson attended a Child Protection Center interview of a child who is accusing a person of Assaulting him.
- School Resource Officer Ferguson conducted three Internet Safety classes to Seventh Graders at Holmes Jr. High School.
- School Resource Officer Ferguson gave ten Classroom Talks about Internet Safety / Sexting to Tenth Grade Health classes at the Cedar Falls High School.
- School Resource Officer Ferguson attended an Iowa Department of Transportation and Cedar Falls School administration meeting reference school permits.
- School Resource Officer Ferguson met with a parent of a child that is being Harassed at Peet Jr. High School. Information was taken for a case and the investigation continues.
- School Resource Officer Ferguson met with administrators at Valley Lutheran School reference their school Safety Plan.
- School Resource Officer Ferguson met with a student reference a family problem. The information will be turned over to the Department of Human Services.
- School Resource Officer Ferguson talked with two Tenth Grade classes at the Cedar Falls High School about Social Media and Bullying.
- School Resource Officer Ferguson assisted with tours of the Police Department for Second Grade students from Orchard Hill Elementary School.

CSI Report:

- Officer Belz continued his Training course on Examination and Comparison of Footwear Impression Evidence.
- Officer Belz attended a multi-agency Crime Scene Training with the Waterloo Police Department and the Black Hawk County Sheriff's Office.
- Officer Belz helped conduct Firearms Training two times in May for Departmental In-Service Training.

Calls Requested For Assistance:

- Officer Belz was called in to assist Second Shift Officers with processing a recovered Stolen Vehicle from a Theft which occurred in April on West 23rd Street.
- Officer Belz assisted the School Resource Officer with photographs related to an Assault at Lincoln Elementary School.
- Officer Belz assisted Detectives with the execution of a Search Warrant in connection with a 2018 Sex Abuse investigation.
- Officer Belz assisted First Shift Officers with processing a Business Burglary on University Avenue.
- Officer Belz assisted First Shift Officers at the scene of a deceased person on Clearview Drive.
- Officer Belz assisted First Shift Officers with processing two Construction Site Burglaries in the Industrial Park.

Crime Lab:

- Two items of physical evidence were processed in the Crime Lab.
- Seven items of evidence were taken to the State Crime Lab for processing.

Property Room

- Eighteen items of property were released to their owners.

Evidence / Property:

- Evidence entered: 66
- Found property entered: 20
- Property held for safekeeping: 9
- Evidence tested for outside agencies: 0
- CD's entered by Officers: 89
- Attorney video copies: 90
- Attorney requests (not video): 3

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Reserve Officers attended Firearms Training during the month of May. Some of them attended with career Officers during In-Service Training and others attended during the afternoon and evening of May 14th. Reserve Officer Kelley attended several of them working toward his Weapons Certification.

- The Reserve Unit welcomed three new members during the month of May. They are Adam Aries, Adam Spray, and Cory Hines. Aries and Spray are volunteers and Hines is a POC working as a GIS Analyst for the City of Cedar Falls.
- On 05/28/19, Officer Ladage instructed the newer Reserve Officers on Armament Systems and Procedures and Defensive Tactics. This is required for part of their Weapons Training.
- Reserve Officers Erickson and Kelley continued to work on their State Certification. Reserve Officer Erickson completed the last Module Test and is close to completing his requirements.
- Reserve Officers worked during Second and Third Shift hours to assist Patrol with a variety of tasks during the month of May. Reserve Officers Patrolled areas of town with typically busy areas including College Hill and the Parkade. They also assisted with Calls for Service, Traffic Enforcement, Extra Attention to parks and other areas, and transports of prisoners from the Police Department to the Black Hawk County Jail.
- During the month of May, the Reserve Unit logged a total of 31.5 hours of on-duty time and 109.5 hours of ride time and training time off-duty. The hours for each Reserve Officer of off-duty time are as follows:

NAME	HOURS
Aries, Adam	4
Bostwick, J	0
Buck, M	16
Burg, A	7.5
Cross, K	5
Erickson, N	8.5
Griffin, T	8
Hines, C	4
Jaeger, D	18.5
Kelley	27
Spray	11
TOTAL	141

POLICE TRAINING EVENTS – Lieutenant Marty Beckner

- National Crime Information Center (NCIC) Recertification Exams.
- Officers Abbott, Baltes, Bruggeman, Lenox, and Putney are continuing their Training at the Iowa Law Enforcement Academy.
- Lieutenant McNamara attended the Open Sight Rifle Instructor School at the Iowa Law Enforcement Academy.
- Officer Barron attended the CTK Interview & Interrogations School at Hawkeye Community College.
- Lieutenant Beckner attended the Terminal Agency Coordinator training in Des Moines, IA.
- Officers Madsen & Barron attended the Mid-West Gang Investigators National Conference in Springfield, MO.
- Officer Mercado attended the Social Media Investigation Course in Des Moines, IA.
- Officer Russell attended the Precision Driving Instructor School at the Iowa Law Enforcement Academy.
- Bike Patrol Officers had their annual training day. Bike Officers completed Skills Testing, and assisted with Training new Bike Patrol Officers.
- Officer Hoffa graduated from the 81st Basic Level II Academy at Hawkeye Community College. She will begin her Field Training in June after taking a refresher course for her Fire Fighter 1 Training.
- In-Service Police Training consisted of daytime Firearms Qualifications along with Firearms Qualifications for off-duty carry, and secondary / back-up weapons. Training was held at the Black Hawk County Sheriff's Office Training Range.
- Officer's Van Horn and Manternach completed their Field Training and are now on Solo Patrol.

POLICE RECORDS – Lieutenant Marty Beckner

- Transmission of all TRACS based reports / forms to the State, Shield RMS, and into OptiView.
- Entered all Training attended into Officer Files.
- Placed received Training Certificates into Officer Training Files.
- Calculated Officer Reimbursements from Training and submitted to the Finance Department.
- Distributed monthly ammo.
- Prepared equipment issue for new incoming Officers.

POLICE STATISTICS:

	<u>May 2019</u>	<u>Total 2019</u>
Group A Crimes		
Murder	0	0
Kidnapping / Abduction	0	0
Forcible Rape	0	3
Forcible Sodomy	0	0
Forcible Fondling	1	8
Robbery	0	0
Assault	17	73
Arson	0	4
Extortion / Blackmail	0	0
Burglary / B&E	7	35
Theft	34	171
Theft / Motor Vehicle	1	6
Counterfeit / Forgery	5	21
Fraud	7	36
Embezzlement	0	0
Stolen Property	0	1
Vandalism	9	53
Drug Offenses	14	75
Porn / Obscene Material	0	1
Prostitution	0	0
Weapon Law Violation	1	2
Group B Crimes		
Theft by Check	1	6
Disorderly Conduct	7	30
Operating While Intoxicated	8	64
Public Intoxicated / Liquor Violations	16	72
Non-Violent Family Offense	1	5
Liquor Law Violation	0	1
Peeping Tom	0	0
Runaway	1	5
Trespassing	1	6
Other Offenses	11	56
Group A Total:	96	489
Group B Total:	46	245
Total Reported Crimes:	142	734
Traffic Accidents		
Fatality	0	1
Personal Injury	3	23
Property Damage	37	258
Total Reported Accidents	40	282
Driving Offenses		
Driving While Barred	1	8
Driving While Suspended / Revoked	3	14
Eluding / Peace Officer	0	0
Total Driving Offenses	4	22
Alcohol/Tobacco Violations	9	54
Calls For Service	1,463	7,515
Total Arrests	78	367

**CEDAR FALLS FIRE RESCUE
MAY FIRE DEPARTMENT ACTIVITIES:**

- Station #1 (Blue Shift):
 - Provided four Fire Safety Education activities that included assisting Webelos Scouts working on First Responder merit badges and presentations to students from North Cedar, Cedar Heights and Aldrich Elementary Schools on 'Exit Drills In The Home (EDITH)'.
 - Did one Smoke Detector Check / Installation.
 - Took new Community Service Officer as a Ride Along Observer.
- Station #1 (Green Shift):
 - Did one Station Tour.
 - Provided two Fire Prevention activities that included contacting local Elementary Schools.
 - Provided one Fire Safety Education activity on Drug Task Force and drug abuse awareness.
- Station #1 (Red Shift):
 - Provided two Public Education activities that included presentations to some local Second Grade students on 'Exit Drills In The Home (EDITH)'.

FIRE ALTERNATIVE STAFF:

- Part-time and POC Firefighters contributed 16.25 hours of Shift Duty in May.

FIRE INSPECTIONS – Battalion Chief Curt Hildebrand

- May Rental Inspections: 510 (Shift personnel assisted with all of the Inspections)
- May Re-Inspections: 12
- May Daycare / Preschool Inspections: 3

FIRE TRAINING EVENTS – Lieutenant Marty Beckner

- Fire training In-Service consisted of Boat Operations.
- Target Solutions Training Material:
 - CAPCE – Musculoskeletal Injuries (Basic).
 - 1500 Compressed Gas Safety.
- A new group of Public Safety Officers began their Fire Fighter 1 Training with Captain Smith.
- Pump operations, driver training, fire suppression and other training was held throughout the month.

FIRE RECORDS – Lieutenant Marty Beckner

- Vehicle, Equipment, and EMS inventory every Tuesday.
- Equipment Check, Review and Handling every Monday.
- SCBA Inspection the first Wednesday and SCBA Check every Wednesday.
- Aerial Platform Exercise and Testing every Sunday.
- District Familiarization.
- Commercial Inspections.

FIRE RESCUE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '19	Feb '19	Mar '19	Apr '19	May '19	Jun '19	Jul '19	Aug '19	Sep '19	Oct '19	Nov '19	Dec '19
Medical	101	114	92	100	103							
Cancelled, False Alarms, Good Intent	48	114	51	59	48							
Fire, Heat, Hazard, Weather Related	10	17	17	19	13							
Totals	159	185	160	178	165							

Type of Incident (per year)	2011	2012	2013	2014	2015	2016	2017	2018
Non-Medical CFS	991	1,056	1,052	948	840	911	900	772
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437	1,022
Totals	2,012	2,103	2,101	1,999	2,207	2,481	2,337	1,794

Cedar Falls Public Safety Grid Map

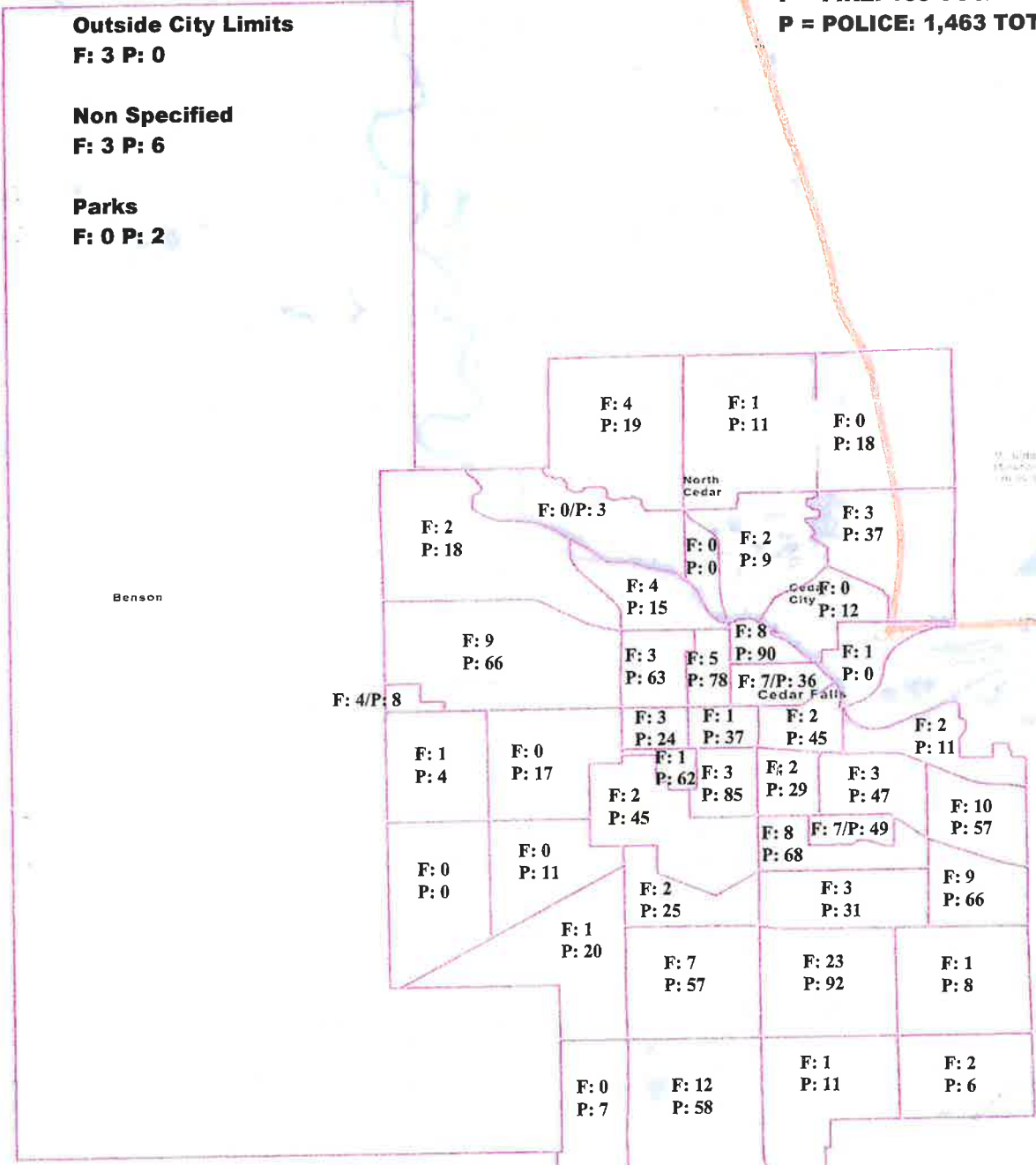
Finchford

F = FIRE: 165 TOTAL
P = POLICE: 1,463 TOTAL

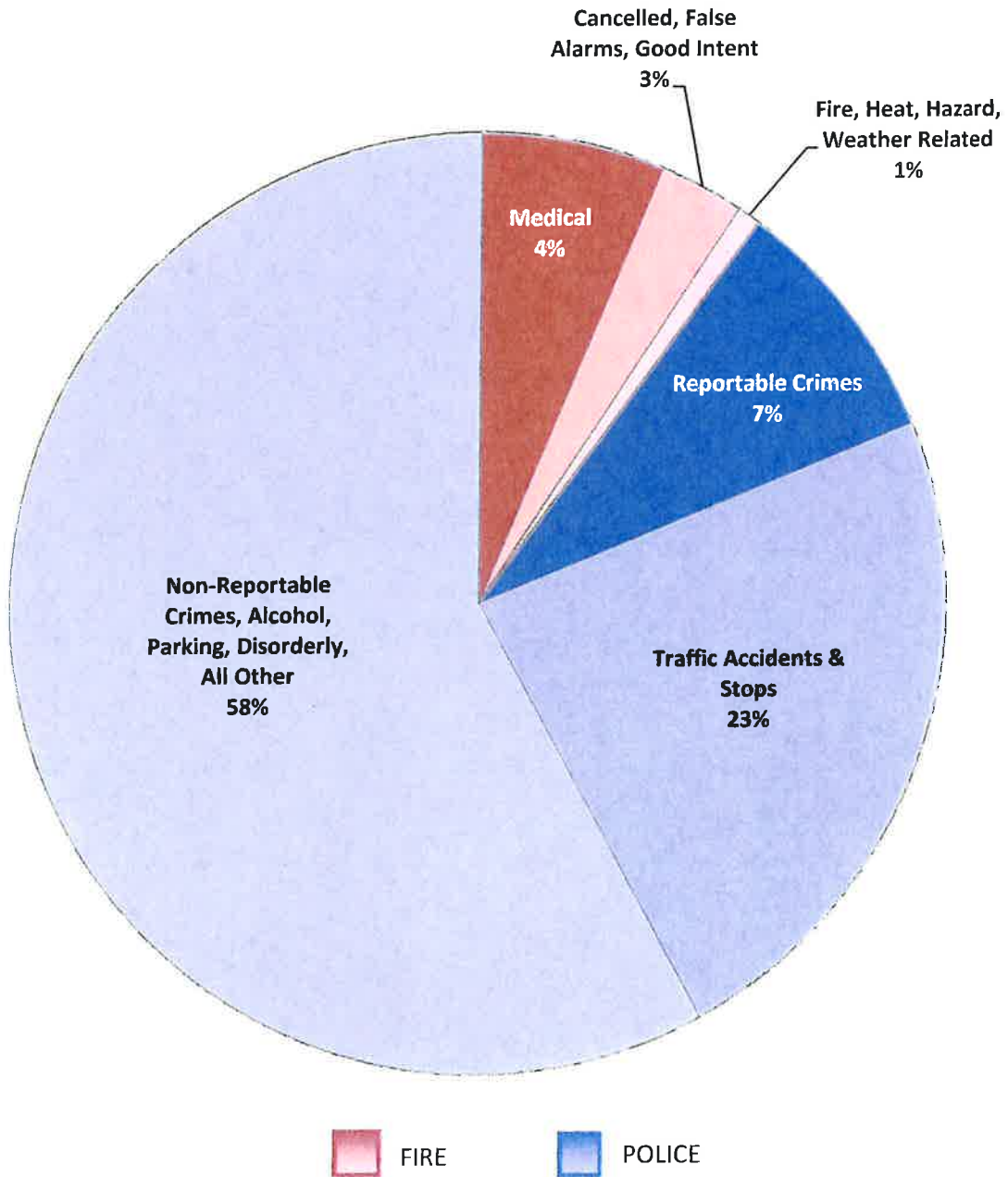
Outside City Limits
F: 3 P: 0

Non Specified
F: 3 P: 6

Parks
F: 0 P: 2



Cedar Falls Public Safety Experience Survey (May)





DEPARTMENT OF PUBLIC SAFETY SERVICES

POLICE OPERATIONS
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: June 26, 2019
Re: Special Event Related Requests

Police Operations has received the following special event related requests and recommends approval:

- a) Street closure, Abraham Drive, July 4, 2019.
- b) Accel Triathlon, July 27, 2019.



MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 06/26/19

TO: Director Olson

FROM: Captain Sitzmann

SUBJECT: Street Closure request

Approved
[Signature]

Director Olson,

Barb Lyman-Kluck from 3206 Abraham Drive has made her annual request for street closure of Abraham Drive on July 4th. She has requested closure of all of Abraham Drive from 0930 until 1030 hours, as well as closure of a portion of Abraham Drive from 1200 to 1330 hours. This is an annual event and there have been no traffic or parking related problems associated with the event. The neighborhood requests the closure for their annual parade and picnic. I recommend approval of the request in its entirety. The requestor is aware of the \$25 barricade fee.

RECEIVED

MAY 31 2019

Public Records Division

3206 Abraham Drive
Cedar Falls, Iowa 50613
May 31, 2019

City Council
City of Cedar Falls
Cedar Falls, Iowa 50613

To the Cedar Falls City Council:

Abraham Drive has had a long tradition of celebrating the Fourth of July with a neighborhood celebration; this year will be our 29th year, and we will be celebrating on Thursday, July 4, 2019.

This year, we plan to start the day with our neighborhood parade, and we are requesting that Abraham Drive be blocked off from traffic on both the north and south ends from 9:30a.m.-10:30 a.m. We also request that a small section on Abraham, to be determined, be blocked off from noon until 1:30 to allow for our neighborhood cook out.

A final request is that the street closure fee be waived as our celebration as it is a not-for-profit event which promotes and encourages communication and making connections to build our community.

If you have questions or concerns, please call me at 277-3377.

Sincerely,



Barb Lyman-Kluck



CEDAR FALLS POLICE DEPARTMENT

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IOWA 50613

319-273-8612



MEMORANDUM

To: Director Olson
From: Lieutenant Heuer
Date: 06/16/2019
Re: Accel Triathlon

Approved
[Signature]

The Accel Group is planning their annual triathlon on Saturday, July 27th. The event begins at George Wyth State Park at 08:00 and enters into Cedar Falls for the bike portion of the race. They are anticipating up to 350 athletes and will have sprint and Olympic distances for this event.

Portions of the roads on the route were restricted or closed last year and the group is requesting a similar set up this year with a couple of changes that lessen some of the intersections affected. The route will enter Cedar Falls on Leverage Rd from Airline Highway and proceed to Dunkerton Rd. They will turn West onto Dunkerton Rd. The Sprint group will turn around at the intersection of Center and Dunkerton and follow the route back to start. The Olympic group will turn North onto Center St and head toward Janesville city limits. They will turn around there and take the route back to start.

The group is requesting full closure of the intersection of Center and Dunkerton Rd. This will require units at that intersection as well as near the intersections of Center and Lone Tree and Dunkerton and Big Woods to warn of the closure and provide for an alternate route. A unit will also be needed at the intersection of Leverage Rd and Dunkerton Rd to assist with the turning bike traffic.

The Accel Group will notify residents affected by the closures via USPS approximately 2 weeks in advance of the event. Officers working the intersections will be instructed to allow residents in and out of their driveways. Officers will use cones and squad cars to divert and direct traffic at the above mentioned intersections.

The organizers of this event have already been in contact with Waterloo Police regarding their portion of the route. The Cedar Falls Police Reserve Unit has been requested to assist and contact will be made with the Black Hawk County Sheriff's Office, Janesville

Police and Iowa State Patrol regarding the route out of city limits. The Accel Group is planning to have a number of volunteers along the route as well.

I am recommending approval of the road closures and assistance with this event. Please see attached materials to include request letter, route and neighborhood letter.



Powered By The Accel Group

June 6, 2019

Cedar Falls Police Department
220 Clay Street
Cedar Falls, IA 50613

Lieutenant Heuer,

Thank you for taking the time to meet with me a couple of weeks ago. It was a pleasure meeting you, and I appreciated the opportunity to discuss our bike course and overall athlete safety.

This year's Accel Triathlon will be held on Saturday, July 27th, and we are anticipating that the race will bring up to 350 athletes and just as many spectators to the Cedar Valley. Safety is our number one priority, as we know it is also yours, so the intent of this letter is to request approval to restrict motorists throughout portions of the bike course.

We have enclosed a map of the bike course for your reference. As we had discussed, there are two separate race distances (Sprint and Olympic), which split from each other for part of the bike course. Based off of start and finish times of the race, our request is to have the course restricted from 8:00 am - 11:00 am on race day. We place great emphasis on the intersection of Center St and Dunkerton Rd where we will have athletes both turning around (sprint) and athletes returning from the north and turning east (Olympic). Per the attached maps, this will allow our event to avoid coming down to Lone Tree Rd, and over to Big Woods Rd freeing up those two intersections that we have blocked in the past.

I have attached for your review the map from 2018, which included additional intersections (Lone Tree and Center St, Big Wood and Center St). We believe removing these intersections will be safer for our athletes and have less interruption to traffic/residents. We believe that full closure of the intersection at Center St and Dunkerton Rd will be necessary to safely cone the event.

In the past, we had worked with Black Hawk County Sherriff Deputy J. Meyer, Iowa State Trooper Randy Olmestead, and Janesville Police to assist with the northern portion of the bike course on Waverly Road. Per our discussion, the intent would be to restrict motorists from leaving Janesville and traveling south on Waverly Road, motorist driving north from Cedar Falls, and motorists driving east/west on Dunkerton Rd. while the race is in progress.

Please let me know if you would like additional information. I am happy to connect further.

Best,

Tony Pollastrini
Accel Triathlon Race Director



The Accel Triathlon
602 Main Street
Cedar Falls, IA 50613

June 10, 2019

Dear Neighbor,

We would like to inform you about the annual **Accel Triathlon** taking place in the Cedar Valley on Saturday, July 27. This is a swim, bike, and run race that is centralized at George Wyth State Park.

Much of the bike course takes place in your neighborhood, and we want you to be aware of it. The City of Cedar Falls, and Cedar Falls Police Department will be working along with our volunteers to limit traffic on Center St, Dunkerton Rd, and Leverssee Rd **8-11:00 a.m. on Saturday, July 27**. These roads will be closed to non-local traffic in order to keep athletes and drivers as safe as possible including a complete blockage at the intersection of Center St and Dunkerton Rd. If you will be traveling, please be aware that bikers will be present during this time, and may slow your progress.

We also welcome you to watch the race either from your front yard or at George Wyth State Park. It begins with the swim course at 8:00 a.m. that morning, followed by the bike course, and then the run course.

We are also looking for volunteers if you are interested in helping with this community event. If you would like to be a volunteer on the bike course, we could easily sign you up for a spot near your home. Please contact Tracy Magsamen, our Volunteer Coordinator, at (319) 352-2880.

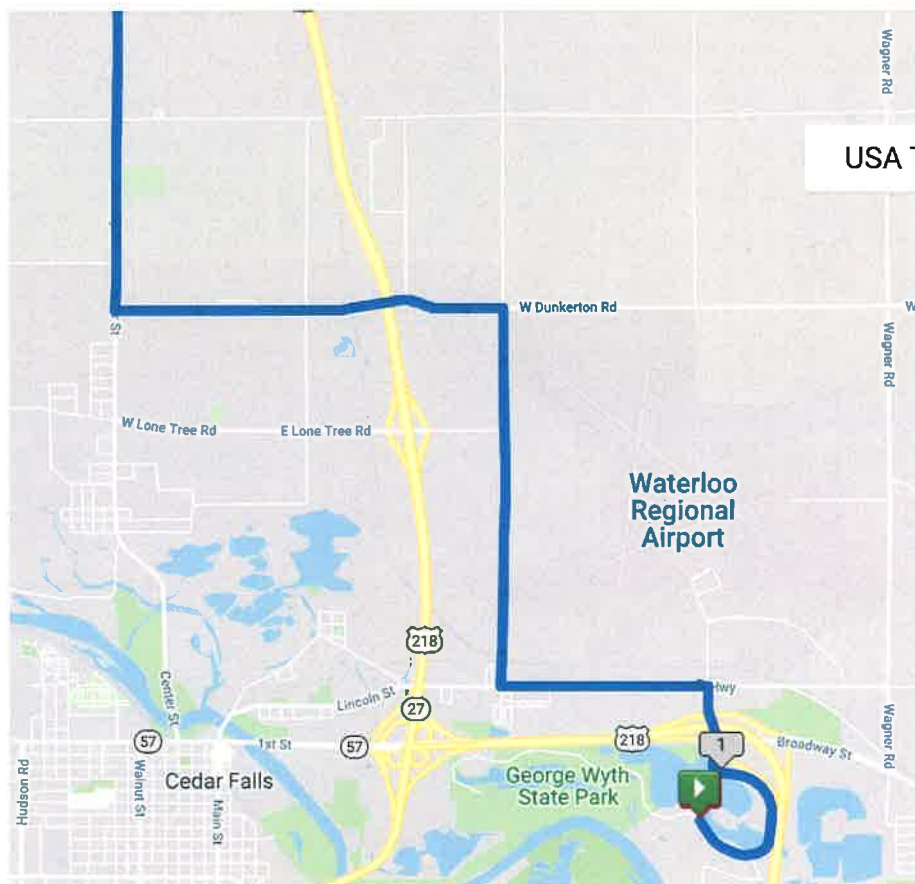
Thank you for helping us keep our athletes safe! Please feel free to contact us if you have any questions or concerns about the event.

Sincerely,

The Accel Triathlon
319-352-2880
info@acceltriathlon.com
www.acceltriathlon.com

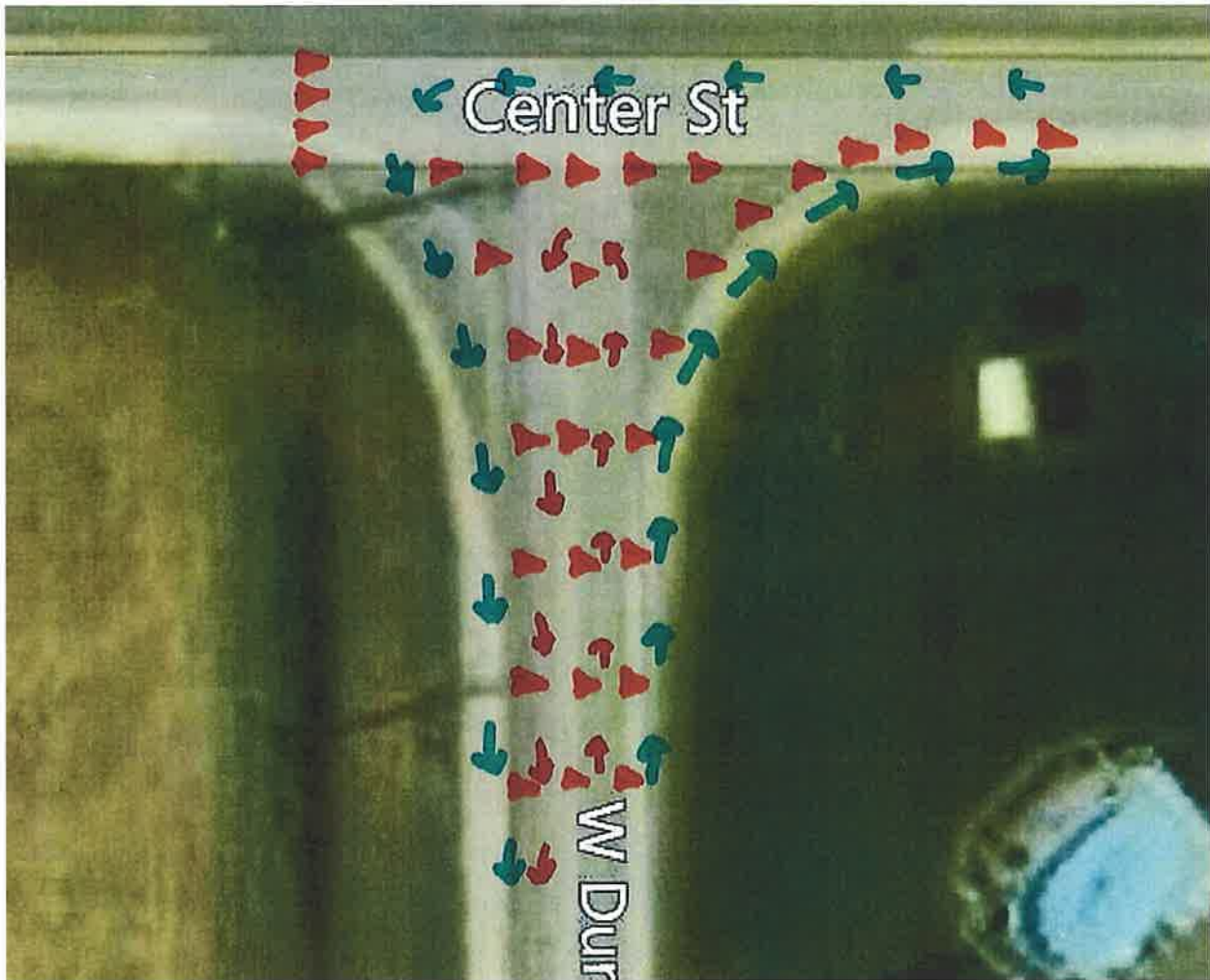
Course Overview

- Bikers will exit George Wyth Park via Airport Rd
- Turn West on Airline Hwy
- Turn North on Leverage Rd
- Turn West on Dunkerton Rd
- Intersection of Dunkerton Rd & Center St
 - Olympic Distance will turn North on Center St to the outskirts of Janesville (Khay Industries) – Merge back to the east upon return to Dunkerton Rd
 - Sprint Distance will turn around in intersection
- Turn East on Dunkerton Rd
- Turn South on Leverage Rd
- Turn East on Airline Hwy
- Turn South on Airport Rd
- Enter George Wyth State Park



Areas of Concern – Cedar Falls City Limits

- **Dunkerton Rd and Center St**
 - Suggest using cones to split Dunkerton Rd into four lanes
 - Olympic athletes to the right (Blue)
 - Sprint Athletes to the left (Red)
 - Suggest using cones to split Center St at intersection of Dunkerton Rd
 - Olympic athletes returning from north – stay right (blue)
 - Sprint continued guide to complete turn around (Red)
 - Both merge into single file line on Dunkerton Rd



Blue = Olympic Athlete

Red = Sprint Athlete

Orange = Cone

Areas Impacted

- Center St

- Approx. 16 driveways to homes without other access



DEPARTMENT OF PUBLIC SAFETY SERVICES

POLICE OPERATIONS
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: June 27, 2019
Re: Beer/Liquor License Applications

Police Operations has received applications for liquor licenses and/ or wine or beer permits. We find no records that would prohibit these license and permits and recommend approval.

Name of Applicants:

- a) Amvets, 1934 Irving Street, Class A liquor & outdoor service - renewal.
- b) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (July 12-14, 2019)



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
PHONE 319-273-8600
FAX 319-268-5126
www.cedarfalls.com

MEMORANDUM

TO: Mayor and City Council
FROM: Jennifer Rodenbeck, Director Finance & Business Operations
DATE: June 27, 2019
SUBJECT: Third Party Administrator Proposal: EMC Risk Services, L.L.C.

In April, the Risk Management Committee sent out a request for proposal to Third Party Administrator (TPA) organizations to provide claims administrator services for the City. The Risk Management Committee interviewed four companies and selected EMC Risk Services, L.L.C. to serve as the City's Third Party Administrator.

EMC is a multi-line, full service, TPA providing claims handling, medical case management, medical bill review, and Medicare reporting and risk improvement services. They are backed by their parent company, Employers Mutual Casualty Company, and based in Des Moines, Iowa. EMC services a number of larger Cities in Iowa, thus familiar with the workings of a municipality. They are knowledgeable, and continue to stay up-to-date on all workers' compensation and liability laws and requirements, to include Medicare and NCCI regulations, specializing in Iowa workers' compensation claims for Police Officers and Firefighters entitled to pension funds falling under Iowa Code Chapters 410 and 411. In agreement, EMC will provide a representative to attend the monthly Risk Management meetings, and intends to visit the City's facilities to become familiar with the City's operations and its employees.

We respectfully request that you approve the contract with EMC Risk Services, L.L.C. If you have any questions, please feel free to contact me.

TWO PARTY CLAIM SERVICE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this 1st day of July 2019, by and between the City of Cedar Falls, (hereinafter the "Client") an Iowa municipality with its primary place of business at Cedar Falls, Iowa (hereinafter the "Client") and EMC Risk Services, LLC, an Iowa limited liability company with its principal offices in Des Moines, Iowa (hereinafter "ERS") (together the "Parties").

WHEREAS, Client is a qualified self-insurer of certain risks and desires that ERS furnish certain claim services to the Client with respect to their self-insured exposures and ERS is willing to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties hereby agree as follows:

1. Definitions.

(a) "Claim" shall be any request or demand for consideration of payment of a loss or investigation of a loss with respect to the risks enumerated on the Schedule of Risks and Retention, attached hereto as Exhibit A and made hereof, which is reported to ERS and which is within Client's self-insured retention as stated on Exhibit A.

(b) "Excess Claim" shall be any request or demand for consideration of payment of a loss or investigation of a loss with respect to the risks enumerated on Exhibit A which is reported to ERS and which exceeds Client's self-insured retention as stated on Exhibit A.

2. Effective Date and Term. This Agreement shall commence on July 1, 2019 ("Effective Date") and shall remain in effect for a period of three (3) years, unless terminated earlier pursuant to Section 15. The term of this Agreement shall automatically renew for additional successive terms of one (1) year (each a "Renewal Term"), unless terminated pursuant to Section 15. Exhibit C may be modified without revision of the entire Agreement by written agreement by both parties if claims activity changes or volume is other than originally contemplated.

3. Notification. Client shall submit Claims to ERS as soon as reasonably practical upon Client's receiving notice of the Claim; ERS will review and immediately process each Claim reported to ERS.

4. Claim Services. Subject to all the terms and conditions of this Agreement, ERS shall provide and shall have the authority and responsibility to provide the following claims adjusting and administration services ("Claim Service(s)") for Client in connection with Claims occurring on and after the Effective Date and ending when the Claims are closed, unless this Agreement is sooner terminated:

(a) Perform the necessary investigation and documentation, including but not limited to Medical Summaries, File Reviews, and adjuster notes, upon which to base a decision regarding liability and damages exposure, secure information required for the adjustment

of each Claim, including a Medical Authorization, and provide investigation in the preparation of the defense for Claims which are subject to litigation;

(b) Maintain a list of outside physicians and other specialists for use as necessary in the independent examination and evaluation of all Claims;

(c) Evaluate each Claim with respect to the probable ultimate cost of the Claim, the need for medical management or rehabilitation services for Workers' Compensation Claims, and such other matters as are routinely evaluated in the industry; provided, that ERS, as it determines necessary in the scope of each Claim, may engage such medical case managers, vocational counselors, independent medical examiners and specialists, to provide opinions with respect to compensability and debatable denials;

(d) Make specific recommendations as to the disposition of the Claim;

(e) Make recommendations, in contested workers' compensation Claims subject to Iowa law, as to settlement with an Iowa Code §85.35 contested case settlement requiring approval by the Iowa Industrial Commission, or similar procedures as permitted in other applicable jurisdictions

(f) Analyze each Claim to determine Client's rights against third parties, and, when appropriate, supervise subrogation of Claims on behalf of Client.

(g) Negotiate and settle Claims where appropriate within ERS' judgment and consistent with Section 7 below.

(h) Compute the amount of any loss payments on the Claim, if any payment is warranted, issue such payment and maintain a record of all payments in each Claim file, based upon factual investigation and evaluation of Client's liability;

(i) With respect to litigated Claims:

(1) Maintain a list of recommended attorneys; provided however, that (i) Client may request the selection of legal counsel other than an ERS recommended attorney; (ii) ERS in no way guarantees or warrants the performance or capabilities of the attorneys on the list and shall not be liable in any way for any acts or omissions of such attorneys.

(2) Review attorney activity and assist with discovery and pre-trial preparation, including continued negotiation and settlement efforts where warranted;

(3) Analyze attorney billings for consistency with fee arrangement and necessity for expenses or time incurred; and

(4) Coordinate and expedite, where necessary, communication between Client

and attorney as needed; and

(j) With respect to Medicare Secondary Payer Reporting Requirements:

(1) Client has an obligation to perform Mandatory Insurer Reporting ("MIR") as set forth in Section 111 of the Medicare, Medicaid, and SCHIP (State Children's Health Insurance Program) Extension Act of 2007 (all of which together shall be referred to herein as "MMSEA") (P.L. 110-173). MMSEA adds new mandatory reporting requirements for liability insurance (including self-insurance), no-fault insurance and workers' compensation (see 42 U.S.C. § 1395y(b)(7), -(8)). Client agrees to properly register (or, as applicable, to use commercially reasonable efforts to cause its insurer to properly register) with the Centers for Medicare and Medicaid Services ("CMS") as the Responsible Reporting Entity ("RRE") and to provide to ERS all relevant information, including the RRE Identification Number(s) assigned. ERS shall assist Client with the MIR, and shall be the reporting agent for Client with respect to the MIR. Client consents to the disclosure of any required information to ERS for processing Client's MIR.

(2) Client agrees that, for each and every Claim reported to ERS for which Client possesses the information, it shall provide to ERS, as soon as required to comply with applicable law and to avoid fines and penalties, and ERS agrees that, for each and every Claim reported to ERS, it shall use commercially reasonable efforts to obtain from claimants, to the extent permitted by any applicable law, the following information:

(i) Claimant's first and last name;

(ii) Claimant's date of birth;

(iii) Claimant's gender; and

(iv) Claimant's Health Insurance Claim Number ("HICN"), social security number ("SSN") or, in the alternative, a form in substantial compliance with CMS model language containing either claimant's HICN, SSN or a written explanation as to why claimant's HICN and/or SSN is not provided by claimant.

(3) Client shall be responsible and shall, upon receipt of an invoice from ERS, pay ERS any and all taxes, duties and assessments, including, but not limited to, sales, ad valorem and excise taxes, duties and assessments, which are assessed, levied or imposed by any governmental entity or tax authority in connections with any service provided pursuant to this Section 4(j). This obligation shall survive the termination of the Agreement.

(4) In addition to Client's indemnification obligations set out in the Agreement, and in no way limited by those obligations, in consideration of ERS's provision of MIR reporting services, and for other good and valuable consideration, Client agrees to defend, indemnify, and hold ERS harmless from any failure by Client to properly comply with MIR obligations or otherwise comply with the rules and regulations set forth by, or in connection with, CMS, including, but not limited to, the requirements of 42 U.S.C. § 1395y(b)(8) that results in any loss, cost, damage or expense, including, but not limited to fines, claims, attorney's fees or other loss, including litigation or administrative proceedings, to the extent arising from or related to the failure of Client to timely or accurately remit to ERS any information in Client's possession required by MIR, including, but not limited to, relevant information, such as the RRE Identification Number(s) assigned by CMS or the information set out in Section 4(j)(2) above. The provisions of this Section 4(j) shall survive the expiration or termination of the Agreement.

(5) Client shall not indemnify ERS, nor be responsible, for any losses, damages or fines incurred by ERS as a result of errors, omissions, inaction, or incorrect information obtained by ERS from sources other than Client or any errors on the part of CMS or other government agency.

(k) Participate in monthly meetings of the Client's Risk Management Committee while claims are being discussed. Participation may be in person, by telephone, video conference, or other agreed upon means of immediate, direct communication.

(l) In the course of providing Claim Services, in the event of any disagreement between ERS and Client as to directions provided to ERS by Client with respect to the investigation and/or adjustment of any Claim that ERS, in good faith, believes would violate any applicable law or subject any party hereto to liability under the applicable bad faith law of any applicable jurisdiction, ERS may investigate and/or adjust such Claim as it, in good faith, believes is appropriate and any dispute as to the investigation and/or adjustment of such claim shall be resolved in good faith.

5. Allocated Loss Adjustment Expense. In the course of providing Claim Services, ERS may incur expenses on behalf of Client ("Allocated Loss Adjustment Expense(s)"), including, but not limited to, the following items or services:

(a) Fees of attorneys or other authorized representatives, where permitted, for legal services, whether by outside or staff hearing representatives.

(b) Court costs, alternate dispute resolution costs, and other specific items of expense, including but not limited to:

(1) Medical examinations of a claimant to determine the extent of liability, degree of permanency, or length of disability;

(2) Expert medical or other testimony;

- (3) Autopsy;
- (4) Witnesses and summons;
- (5) Copies of documents, such as birth and death certificates, medical treatment records;
- (6) Impartial examinations ordered by applicable workers' compensation boards;
- (7) Arbitration fees;
- (8) Surveillance; and
- (9) Appeal bond costs and appeal filing fees;
- (10) ISO Claim Search Fees
- (11) Call Center Expense

(c) Extraordinary medical costs containment and other expenses, whether performed by an outside vendor or an ERS employee, incurred for the purpose of controlling losses and to ensure that only the reasonable and necessary costs of services are paid; and said expenses may include, but are not limited to:

- (1) Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills;
- (2) Hospital utilization reviews, including pre-certification/pre-admission, where applicable, and concurrent or retrospective reviews;
- (3) Preferred provider network/organization expenses;
- (4) Medical fee review panel expenses;
- (5) Case management services expenses, including medical summaries;
- (6) Rehabilitation services expenses; and
- (7) Pharmacy management services expense;

(d) Expense(s) not defined as losses which are directly related to and directly allocated to the adjustment of a particular Claim and/or which are required to be

performed by any applicable statute or regulation; and

(e) Salaries, overhead and traveling expenses of ERS employees, except for employees while doing activities previously listed as Allocated Loss Adjustment Expenses, shall not be included as Allocated Loss Adjustment Expenses.

6. Excess Claims. ERS shall have no responsibility with respect to Excess Claims; provided, however, that ERS shall notify Client of its receipt of an Excess Claim. Only if and to the extent requested in writing by Client, ERS shall cooperate with the Client's Excess Claim insurance carrier by providing such Excess Claim insurance carrier with access to ERS' claim files, if any, on such Excess Claim.

7. Claim Settlement Authority. ERS shall have authority to settle no Claims under this Agreement without the prior approval of Client.

8. ERS Reports. ERS shall provide the following reports, on a monthly basis, which shall be due within twenty (20) days after the end of each applicable month:

(a) A Claim loss run detailing, by report period, year to date and inception to date figures and the following information by accident date: policy number (if more than one); claim number; state; location number; total incurred loss expense, broken down by medical expense, indemnity expense and Allocated Loss Adjustment Expense; outstanding and suggested reserves (loss and loss adjustment); Loss Payment Account (as hereinafter defined) activity; and such other information reasonably requested by Client;

(b) Upon request, copies of all Claim loss payment and Allocated Loss Adjustment Expense checks;

(c) A report of any Claim reserve in the amount of \$20,000 or greater, and any change in a Claim reserve of \$20,000 or greater; and

(d) A Narrative Serious Loss Report and a copy of the claim file for any Claim involving death or other catastrophic loss and an Additional Narrative Serious Loss Reports whenever there is a change in the reserve on such Claims.

9. Draft Authority and Funding Arrangements.

(a) ERS will make Claim and Allocated Loss Adjustment Expense payments only from funds provided by Client as described herein (the "Funding Arrangement"). In the event that Client fails to fulfill its obligations under the Funding Arrangement, ERS may immediately suspend all payments of Claims and Allocated Loss Adjustment Expenses.

(b) Pursuant to a separate agreement between a bank designated by ERS ("Processing Bank") and ERS, ERS will maintain a loss payment account with the Processing Bank ("Loss Payment Account" or "Loss Fund") consisting only of Client's money. All Claim and Allocated Loss Adjustment Expense payments will be paid from this Loss Fund.

(c) The Loss Payment Account shall be funded by Client as follows:

(1) Client shall pay to ERS a deposit of fund of \$45,000 (“Funding Deposit”). This deposit will be held by ERS in its general accounts. Payments of Claims and Allocated Loss Adjustment Expenses paid on behalf of Client shall be charged against the Funding Deposit. In addition, ERS loss systems will generate (as applicable) charges for Claim Payments and Allocated Loss Adjustment Expenses which will be payable through the Loss Payment Account.

(2) Each month ERS will invoice and sweep Client's bank account for amounts paid from or charges assessed against the Funding Deposit during the previous month. Payment shall be received via ACH within two (2) business days of invoice.

(3) ERS reserves the right to require Client to pay to ERS additional amounts in the Loss Fund to cover Special Requests for claim payments and to cover higher payout levels of Claims which could deplete the level of the Funding Deposit to less than twenty (20%) of the Funding Deposit. In the event an adjustment in the Funding Deposit is required, ERS will provide Client with documentation of the analysis and notification of the amount of increase in the Funding Deposit. With mutual agreement, the Client may adjust the fund based on claims payment experience.

(4) All Claim and Allocated Loss Adjustment Expense payments shall be made by ERS on behalf of Client on a continuous basis by means of checks drawn on the Loss Payment Account or Loss Fund.

10. Ownership of Files.

The parties agree that at all times prior to and after the termination of this Agreement all Claim files, including all related electronic data, are owned by Client, and Client shall have the right to copy any and all Claim files, or any documents related to any Claim. ERS shall retain and store closed Claim files for such period as is required by ERS's record retention policies, or such other time as Client and ERS may mutually agree. Until such time as ERS's obligation to retain and store Claim files ends, ERS shall either return and/or destroy closed Claim files as directed by Client.

11. Duties of Client.

(a) Client shall cooperate with ERS in the investigation of any Claim and promptly provide any information ERS reasonably requests for the purpose of investigating a Claim;

(b) Client shall report all Claims to ERS; and

(c) Client shall indemnify, defend, and hold harmless ERS, and its officers, agents, employees, and those of its parent, subsidiaries, and affiliates providing Claim Services hereunder, from and against any and all claims, lawsuits, causes of action, proceedings, penalties, fines, losses, damages, costs, expenses, and all other liabilities of any kind, including, without limitation, extra-contractual and punitive damages, settlement costs, judgments, and attorney's fees based upon, arising out of, or in connection with, any actual or alleged act or omission, tortious or otherwise, of Client, its officers, agents, employees, independent contractors, or any other third party engaged by Client. This clause shall survive the termination of this Agreement. Such indemnification shall include, but not be limited to, penalties, fines or other loss, cost or expense arising out of one of the following areas:

(1) Any loss, claims, lawsuits, fines, penalties, assessments, or interest imposed on or alleged against ERS regarding actions taken pursuant to the specific direction of Client;

(2) Client's failure to provide, or provide in a timely fashion, a properly completed copy of the employer's First Report of Injury;

(3) ERS's inability to process and/or pay the initial or subsequent disability payment, vocational rehabilitation maintenance payment and any automatic indemnity benefit penalty within the prescribed deadlines, as a result of the late reporting, or any other action or inaction, by Client to ERS, of the accident, incident, disability or facts necessary to enable ERS to make proper determination of benefit entitlements; such notice shall be deemed late if all necessary and complete documentation is not received in ERS's designated claim servicing facility at least five (5) business days prior to the payment deadline;

(4) ERS's inability to maintain complete Claim information as a result of Client's failure to provide, or failure to provide in a timely fashion, information as required, including, but not limited to, the date of employer's first knowledge of injury and advice of involved subsidiary operations; and

(5) ERS's inability to maintain properly documented Claim files in all areas as required by the applicable workers' compensation act, regulation, edict or guideline, if the information is unavailable as a result of Client's failure to provide, or failure to provide in a timely fashion, the necessary documentation or information as required.

(6) Any other failure by ERS to comply with the applicable workers' compensation act or other administrative guidelines as a result of Client's failure to provide, or failure to provide in a timely fashion, any necessary documentation or information as prescribed by law, or as a result of Client's action or inaction which prohibits ERS from properly complying with the appropriate law, regulation or guideline.

12. Fees. Client agrees to pay ERS the fees for the Claim Services provided herein and such other services as Client may request, including, but not limited to loss control services, as set forth in the Service Fee Schedule, which is attached hereto as Exhibit C and made a part hereof. Fees will be computed upon either per Claim or per claimant basis, as specified in Exhibit C. Invoices shall be due within thirty (30) days after billing. The charges for Claim Services are exclusive of the charges for loss or Allocated Loss Adjustment Expenses payments. Payment of fees shall be subject to the following:

(a) Client agrees to further reimburse ERS for the amount of any such taxes, assessments or escheat obligations, any interest expense assessed against or incurred by ERS before or after payment of such amounts, and any other charges, penalties or fines in connection therewith, including reasonable attorneys' fees, that ERS may sustain in connection with such amounts, or for which ERS is imposed with the duty to act as agent for collection; unless such amounts, charges, penalties or fines, including attorneys' fees, were caused by the negligence or willful misconduct of ERS and any such amount shall be due and payable upon written notification by ERS to Client;

(b) Client shall have sole discretion in determining whether any claim or assessment for taxes, assessments or escheat obligations shall be paid, compromised, litigated or appealed and as to all matters of procedure, compromise, defense or appeal or any other aspects of any claim or assessments concerning its liability;

(c) The fees for each Claim shall cover Claim Services for the term of the Agreement, and any renewal term thereof, and shall be non-refundable.

13. Limitation of Liability.

(a) ERS makes no representation that Client is authorized to insure or to self-insure the risks set forth on Exhibit A. It is the responsibility of Client to obtain all necessary authorizations from any applicable insurer or governmental authorities. Client acknowledges and agrees that ERS is not an insurance carrier and that this Agreement is not a policy of insurance. As such, ERS will act on behalf of Client to investigate, settle and supervise Claims only as expressly stated in this Agreement and such actions by ERS will have no effect upon any of Client's insurance, even if provided by ERS's parent or any of its parent's affiliates or subsidiaries.

(b) ERS shall have no liability where:

- (1) ERS makes a recommendation to Client that Client declines to follow and, instead, ERS follows an alternative course of action at the direction of Company;
- (2) ERS follows a course of action directed by Client without a recommendation from ERS;

- (3) Client has delegated its decision-making responsibilities to a third party and ERS makes a recommendation to the third party that the third party declines to follow and, instead, ERS follows an alternative course of action at the direction of the third party; or
- (4) Any person not a party to this Agreement attempts to enforce this Agreement against ERS.

(d) ERS agrees to indemnify, defend, and hold harmless Client, and its directors, officers, agents, and employees, against any and all claims, lawsuits, penalties, administrative proceedings, judgements, costs or expenses, including but not limited to reasonable attorney's fees, resulting from, or arising out of or in connection with the negligence or willful misconduct on the part of ERS or its employees. ERS shall have no duty to indemnify and hold harmless Client or its directors, officers, agents and employees from claims arising out of (i) actions of ERS or its employees taken at the specific direction of Client, its employees, agents or delegated third parties, or (ii) the negligence or fault of Client or its employees and agents.

14. Events of Default. The following are events of default under this Agreement:

- (a) Client shall fail to make any payment of charges or fees on or before the due date;
- (b) Client shall fail to fulfill any of its obligations under Section 9;
- (c) Either party becomes insolvent or is unable to pay its debts as they become due or is declared bankrupt or insolvent, or if a debtor relief proceeding has been brought by or against it.

15. Termination.

- (a) This Agreement may be terminated by either Party upon one hundred twenty (120) days prior written notice, by Client under Section 13(b), or immediately upon the occurrence of any event of default. In addition, this Agreement will automatically terminate when both parties agree that all the obligations of each party hereunder have been fully performed.
- (b) Notwithstanding the termination or expiration of this Agreement, Client shall remain fully liable to ERS for all fees for Claim Services, payments for losses (paid and incurred) and Allocated Loss Adjustment Expenses for Claims and all other sums due pursuant to this Agreement with respect to losses, fees, and Allocated Loss Adjustment Expenses incurred and Claims reported before such termination, and all such obligations of Client shall survive termination of this Agreement.
- (c) In the event of termination of this Agreement, ERS will continue to provide Claim

Services for Claims reported prior to such termination until conclusion, unless otherwise notified by Client. However, if, after termination of this Agreement, Client fails to fulfill its obligations Sections 9, 11 or 12, ERS may immediately discontinue all Claim Services.

(d) After termination of this Agreement, if requested by Client, ERS may provide Claim Services to Client for Claims reported, or which occurred, after termination, subject to the parties reaching agreement as to the type of Claim Services, the price thereof and the method by which ERS will be reimbursed by Client for performance of those Claim Services.

(e) Notwithstanding anything to the contrary contained herein, ERS shall not be obligated to provide any Claim Services for any Claim after two (2) years after the date of the later of (1) the last Claim is closed; or (2) the Loss Payment Account is closed, unless specifically requested in writing by Client, Client deposits sufficient funds in the Loss Payment Account as ERS deems reasonably necessary, and ERS and Client agree as to method and price by which ERS will be reimbursed fees by Client.

16. Examination of Records. Client shall have the right to examine any Claim file or time sheets relating to the specific Claim maintained by ERS pursuant to this Agreement; provided, however, that any examination of individual Claim files shall be carried out in a manner designed to protect the confidentiality of the individual's medical and professional information and that any examination shall be conducted during the normal business hours of ERS and pursuant to reasonable restrictions imposed by ERS, including Section 19 below.

17. Assignment and Subcontracting. No assignment by any party to this Agreement shall be valid without the written consent of the other parties. ERS shall not subcontract for any of the activities to be performed by ERS without approval of Client; provided, however, that any such assignment or subcontracting shall not relieve ERS of its obligation to Client under this Agreement. Notwithstanding the foregoing, ERS may at any time assign its rights and delegate its duties hereunder to Employers Mutual Casualty Client or its affiliates or subsidiaries. In addition, Client acknowledges and agrees that all or some of the Claim Services provided hereunder may be provided by Employers Mutual Casualty or its affiliates or subsidiaries.

18. Disputes. If an irreconcilable difference of opinion or claim should arise between Client and ERS both parties agree to try to resolve any dispute arising under this Agreement by good faith negotiations. The parties waive any and all right to a jury trial for any claims arising out of or in any way related to this agreement.

19. Confidentiality.

(a) For the purpose of this Agreement, the following information shall be treated as "Confidential Information": (1) all information or data disclosed, provided, or to which access is granted, by one party to the other party pursuant to or as a result of receiving or performing services or obligations under this Agreement; (2) all information contained in the Claims files maintained by ERS pursuant to this Agreement and any related statistical

information; (3) all information subject to privacy statutes and regulations, including but not limited to personally identifiable or health-related information disclosed by any person in furtherance of or pursuant to this Agreement; (4) the terms of this Agreement; and (5) trade secrets as defined in Iowa Code Chapter 550 or an equivalent applicable state or federal statute or common law.

(b) Confidential Information includes, but is not limited to information that is in written, graphic, tangible, oral, electronic, or magnetic form, and regardless of whether designated or labeled as "confidential".

(c) Both Parties acknowledge and warrant that it will maintain all Confidential Information in compliance with any and all applicable state and federal laws relating to privacy, including those that pertain to the maintenance, disclosure, and use of personal information.

(d) Each party hereto shall use Confidential Information only in furtherance and support of, and to fulfill its obligations under this Agreement, and each shall hold the other parties' Confidential Information in trust and confidence using the same level of care it uses to protect its own Confidential Information from disclosure, and in any event no less than commercially reasonable care, and will not disclose, make available, or grant access to the Confidential Information to any other party, person, or entity, except in any of the following instances: (1) its employees, officers, and contractors who (i) need to know the Confidential Information in order for the party to fulfill its obligations under this Agreement, (ii) are informed of the confidential nature of the Confidential Information, and (iii) are required to protect the Confidential Information with at least the same level of confidentiality as provided herein; (2) as may be authorized in writing by the party that disclosed the Confidential Information; (3) as maybe required or allowed by law or legislative, administrative, or judicial order, provided the receiving party uses diligent efforts to limit disclosure and obtain confidential protection, and consults with the disclosing party to allow the disclosing party to participate in the proceeding; and (4) ERS may disclose Confidential Information as allowed under its privacy policies.

(e) Each party shall maintain all applicable and appropriate attorney-client and other legal privileges.

(f) In the event either ERS or Client learns of or has reason to believe that any Confidential Information has been disclosed to or accessed by any unauthorized party ("Security Event"), that party shall within ten (10) business days give notice of such Security Event to the other party and cooperate in any ensuing investigation.

20. General Provisions.

(a) The subject headings of the Articles of this Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

(b) This Agreement and its Exhibits, attached hereto and incorporated herein by reference, set forth the entire understanding of the parties and supersedes any prior agreement or understanding relating to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

(c) No waiver of any of the provisions of this Agreement, including any event of default, shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(d) This Agreement is for the sole benefit of the parties hereto and in no event shall this Agreement be construed to be for the benefit of any third party.

(e) Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to conflicts of law's provisions. Should all or any part of any provision contained in this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

(g) Each notice or other instrument referred to in this Agreement shall be in writing and shall be deemed given to a party when delivered by hand or by nationally recognized overnight carrier, or three (3) days after a writing is deposited in the mail, postage prepaid and registered, addressed to each party at the address set forth below or at such other address as such party, by notice to each of the other parties, may designate from time to time.

If to ERS:
EMC Risk Services, LLC
717 Mulberry Street
Des Moines, Iowa 50309
ATTN: Barbara A. Sullivan
(515) 345-2669

If to Client:

Remainder of page intentionally left blank

IN WITNESS WHEREOF, Client and ERS have caused this Agreement to be executed in duplicate by their respective officers duly authorized to do so this 1st day of June, 2018.

EMC RISK SERVICES, LLC

Date: _____

By:

Barbara A. Sullivan, CPCU, AIC

Title: President and Chief Operating Officer

Client

Date: _____

By: _____

Title: _____

EXHIBIT A

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(Self-Insured Policy information to be documented here)

Midwest Employers Casualty Company	EWC008619	07/01/2018-07/01/2019
Argonaut Insurance Company	2902002-04	07/01/2018-07/01/2019
CHUBB – Federal Insurance Company	3597-18-35 ILL	07/01/2018-07/01/2019

All policies to renew July 1, 2019

Current policies forwarded to EMC Risk Services, LLC on 06/24/2019

EXHIBIT B

ERS SETTLEMENT AUTHORITY SCHEDULE

Workers' Compensation Claims:

ERS will not have authority to settle workers' compensation Claims without the prior approval of Client; provided, however, that:

1. ERS is authorized to pay all authorized and covered medical bills;
2. ERS is authorized to initiate permanent partial disability payments up to the rating as determined by the authorized treating physician and all state specific applicable interest; and

Prior to offering or accepting any settlement in excess than \$0.00, ERS will submit a formal written report to Client asking for authority. Once authority is granted, ERS will contact the claimant and/or the claimant's attorney and make an offer to resolve the Claim. Before any settlement above this amount is issued, ERS may make a special request for funding of the settlement amount as such settlements.

Auto/GL/Property Claims:

ERS will not have authority to settle claims without prior approval of Client. Client will authorize rental vehicles, property damages, and medical expenses as needed to expedite claim resolution.

EXHIBIT C

SERVICE FEE SCHEDULE

Claim Fees shall be effective as of the Effective Date, or upon the agreed established date.

Client agrees to pay ERS the following fees for handling of Workers Compensation Claims:

Workers Compensation – Per Claim Fee

Incident Only:	\$ 35.00 each
Medical Only and 411:	\$ 225.00 each
Indemnity/Full Investigation:	\$ 1,125.00 each
Assume Existing claims:	\$ 750.00 each (Indemnity Claims)
	\$ 225.00 each (Medical Claims)
Reload Fee	\$ 275.00 each (for claims still open after two years)

GL/AL/Property-Per Claim Fees:

Basic Resolution/ Denial:	\$ 245 per claim
Auto Liability or General Liability PD:	\$ 475.00 per claim
Full Investigation:	\$ 1125 per claim

Medical Bill Review and Pharmacy Management: **\$ 8.00 per bill and 28% of savings**

On-Line Claims Submission, Administration and Reporting:

Administrative Fee:	\$ 3500.00 annually
Ad-Hoc Reporting	\$ 225.00 per report
Additional System Users:	\$ 500.00 each

As Requested:

One Time Data File Transfer Fees:	Time and Expense to Max \$7500.00
Nurse Case Management	\$ 110.00 per hour (plus reasonable expenses)
Medical/Legal Review	\$ 110.00 per hour
Loss Control Services:	\$ 120.00 per hour (plus reasonable expenses)

Nurse Triage for 24-hour reporting: \$110.00 per report

Subrogation/Recovery: 18% of the amount of recovery

In consideration of such compensation, ERS will adjust Claims for a two (2) year period; after which, if the Claim remains open after two (2) years, then a reload service fee as set out above will be invoiced. The claim fees will include all Medicare and State EDI filings as required.



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
www.cedarfalls.com

*Administration Division ♦ Planning & Community Services Division
Phone: 319-273-8600 Fax: 319-273-8610*

*Engineering Division ♦ Inspection Services Division
Phone: 319-268-5161 Fax: 319-268-5197*

*Water Reclamation Division
Phone: 319-273-8633 Fax: 319-268-5566*

TO: Honorable Mayor James P. Brown and City Council
FROM: Terra Ray, Engineer Tech II
DATE: June 27, 2019
SUBJECT: W. 1st Street Reconstruction Project
Project # RC-000-3118
State Project # STP-57-2(28)-2C-07

The City of Cedar Falls is working with the Iowa Department of Transportation on the reconstruction to W. 1st Street from Hudson Road to the Center/Franklin Street intersection. The project is in the final design phase, acquisitions of the necessary right of way needs are underway to meet the DOT and City's funding years for construction. The road construction will take place in 2019-2020. This project includes a total reconstruction of the roadway from a four lane to a five lane facility. The project identifies the need for total acquisitions from three (3) properties and partial acquisitions from 68 properties.

Attached are the Purchase Agreement and Temporary Easement Agreement for Parcel 44, Clean Wash Co., located at 524 W. 1st Street. Staff recommends that the City Council state their support in the form of a resolution approving the acquisition and authorize the Mayor to execute the agreements for the W. 1st Street reconstruction project.

xc: Stephanie Sheetz, Director
Chase Schrage, Principal Engineer
David Sturch, Planner III

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 524 W. 1st St.
PARCEL NO. 44
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

COUNTY TAX PARCEL NO.8914-12-155-016

THIS AGREEMENT entered into this _____ day of _____, 2019, by and between Clean Wash Co., Seller, and the City of Cedar Falls, Iowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

Temporary Easement
See attached

and which include the following improvements of whatever type situated on the premises:

_____.

1. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>2,510.36</u>	on possession and conveyance	<u>immediately after Buyer approval</u>
\$ <u>2,510.00</u>	TOTAL LUMP SUM (rounded)	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Permanent Utility Easement	_____ sq. ft.	\$ _____
Temporary Easement	<u>2,588</u> sq. ft.	\$ <u>2,510.36</u>
Miscellaneous/Other		\$ _____
Buildings		\$ _____
Severance Damages		\$ _____

4. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except:
UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Clean Wash Co.

Brian A. Oberreuter 6-26-19
 Brian A. Oberreuter, President Date

For an acknowledgment in a representative capacity:

State of IOWA County of Black Hawk

This record was acknowledged before me on June 26, 2019

By BRIAN A. OBERREUTER Name(s) of individual(s) as PRESIDENT of

CLEAN WASH, CO.

Amy C Eggleston
 Signature of notarial officer

Amy C Eggleston
 Printed name of notarial officer

May 11, 2021
 My commission expires



BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

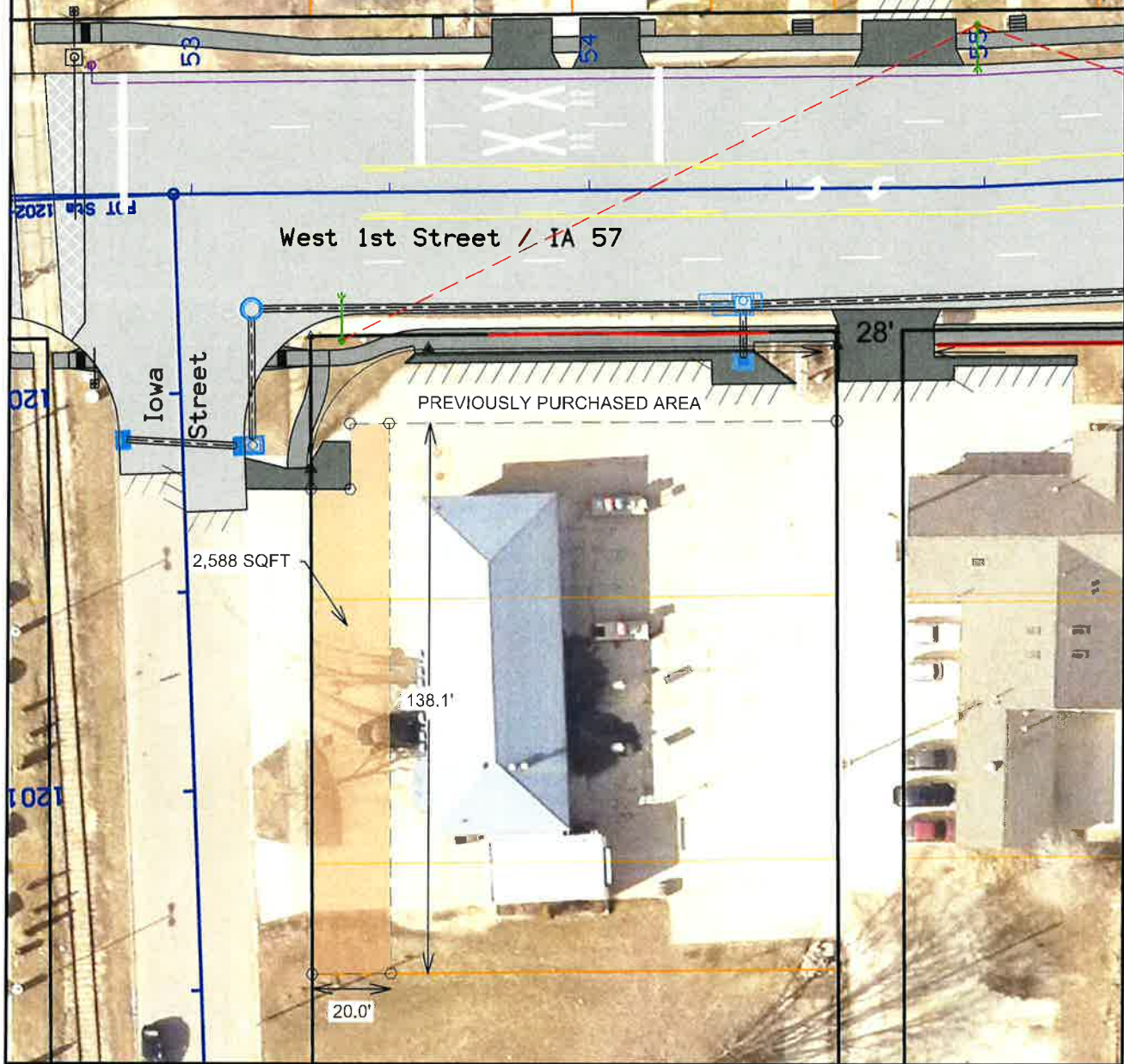
This instrument was acknowledged before me on the ____ day of _____, 2019, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT *
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 44 - CLEAN WASH CO.

SCALE:
 1"= 40'

DATE:
 06/03/2019

PROJECT #:
 STP-57-2(28)--2019



\$PLTDRVL\$
 \$PENTBL\$
 \$SHEETNAME\$

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2019, by Clean Wash CO., owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,
which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Clean Wash Co.

Brian A. Oberreuter 6-26-19
Brian A. Oberreuter, President Date

For an acknowledgment in a representative capacity:

State of IOWA County of Black Hawk

This record was acknowledged before me on June 26, 2019

By BRIAN A. OBERREUTER Name(s) of individual(s) as PRESIDENT of
CLEAN WASH, CO.

Amy C Eggleston
Signature of notarial officer



Amy C Eggleston
Printed name of notarial officer

May 11, 2021
My commission expires

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2019.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on _____, 2019, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

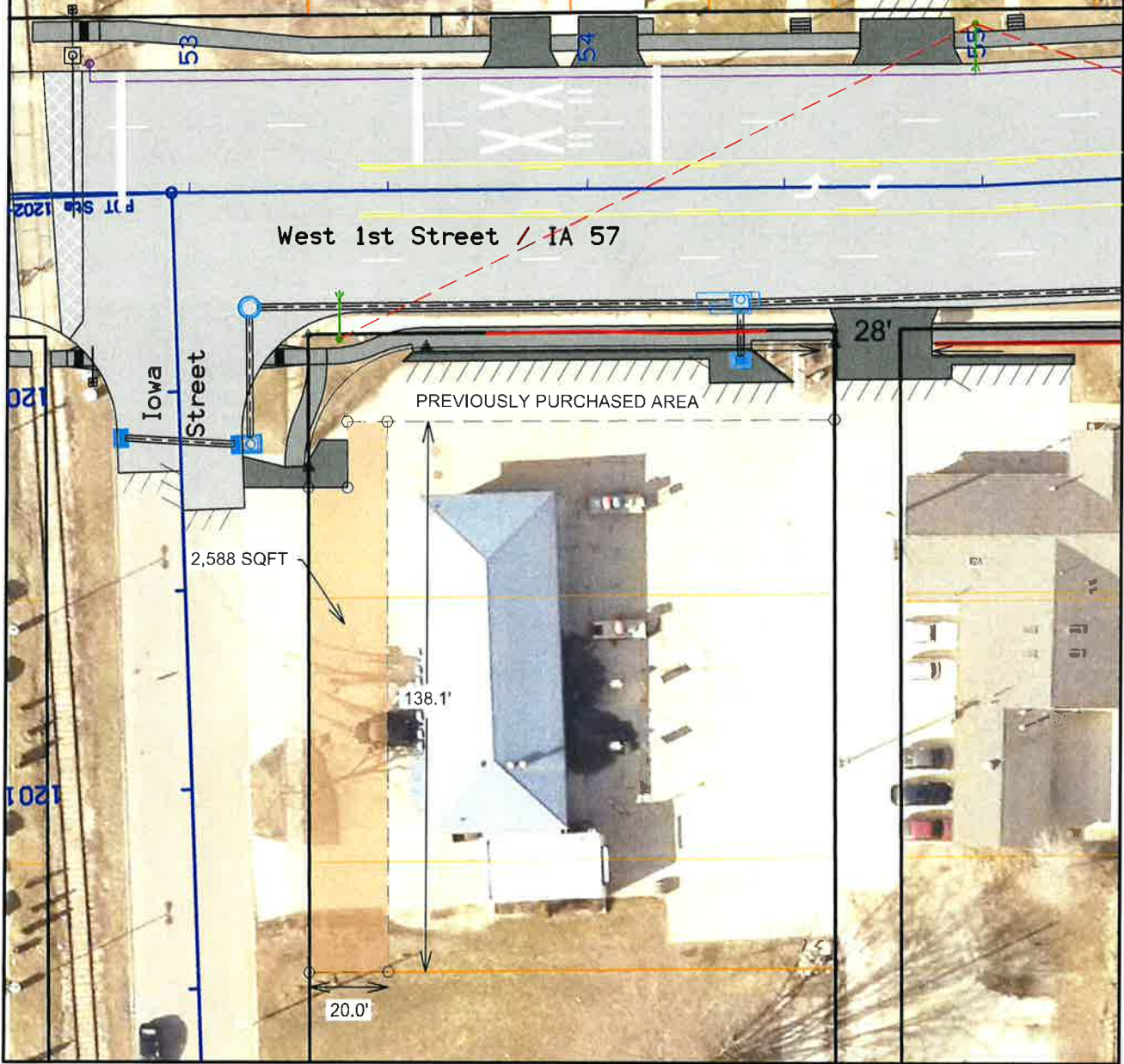
Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT *
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 44 - CLEAN WASH CO.

SCALE:
1" = 40'

DATE:
06/03/2019

PROJECT #:
STP-57-2(28)--2019



#PL#TORV#
#PENTBL#
#SHEETNAME#



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Terra Ray, Engineer Technician II

DATE: June 26, 2019

SUBJECT: Walnut Street Box Culvert Replacement
Project Number BR-106-3152

The City of Cedar Falls is planning to reconstruct the Walnut Street Box Culvert, University Branch of Dry Run Creek. The project will require the acquisition of temporary easements and permanent easements along the corridor. Plans for the project shows the need for acquisitions from approximately four (4) properties.

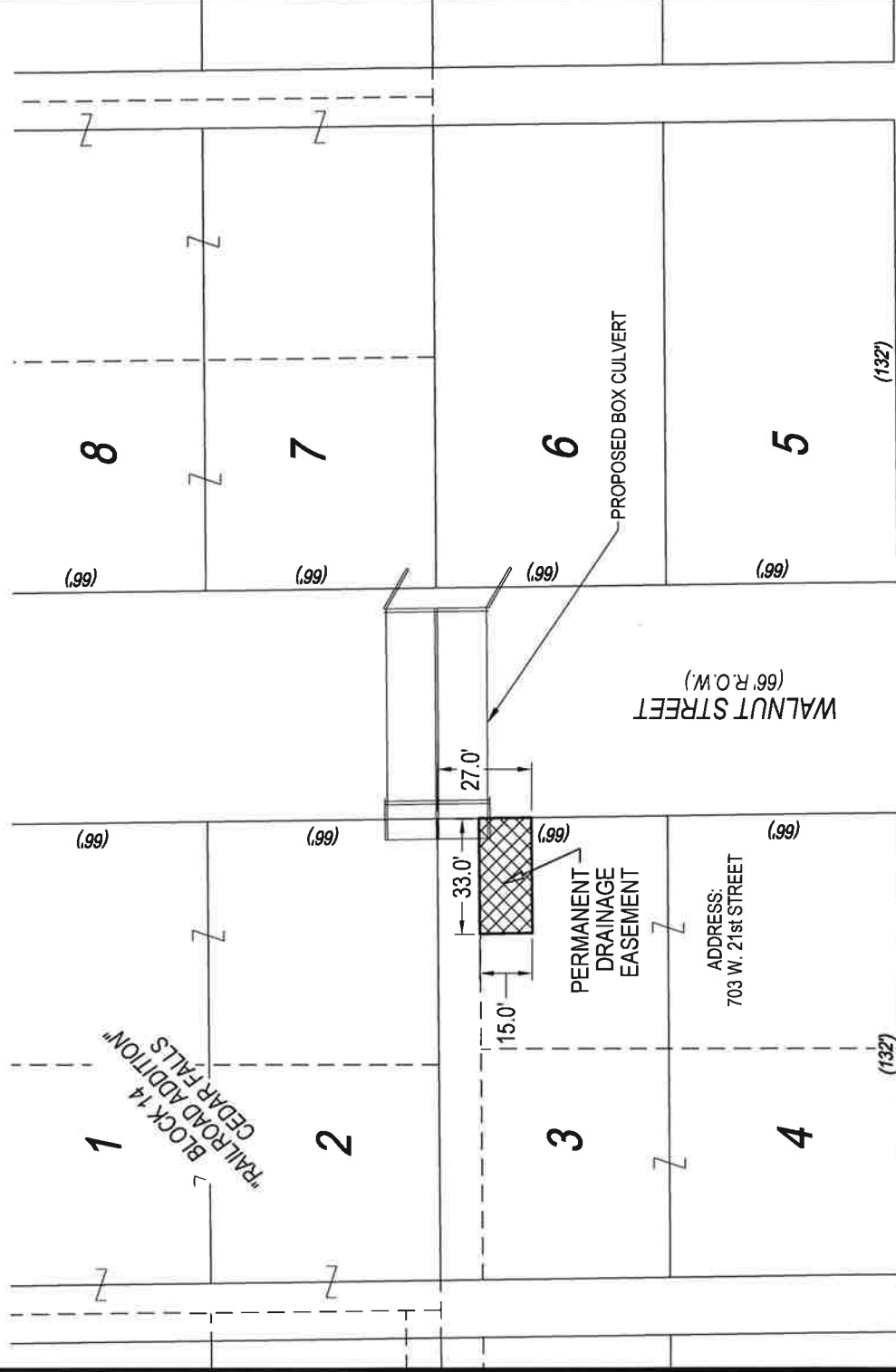
We recommend that the Council approve and execute Parcel 2 Permanent and Temporary Easement Agreements and record at the black hawk county courthouse.

xc: Chase Schrage, Principal Engineer

**Right of Way Acquisition Plat
Walnut Street Box Culvert Replacement**

City Proj. No. BR-106-3152

PERMANENT DRAINAGE EASEMENT



PERMANENT DRAINAGE EASEMENT:

The South 15.0 feet of the North 27.0 feet of the East 33.0 feet of Lot 3, Block 14, Railroad Addition in the City of Cedar Falls, Black Hawk County, Iowa.
Contains 495 square feet, more or less.



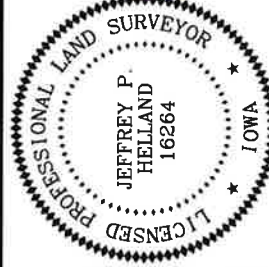
This plat has been compiled from record information and is not the result of a field survey.

Owner
RANDALL M. COSTELLO
703 W. 21st STREET
CEDAR FALLS, IOWA 50163

Parcel No. : 2
8914-13-302-004



CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
50613
(319) 273-8606



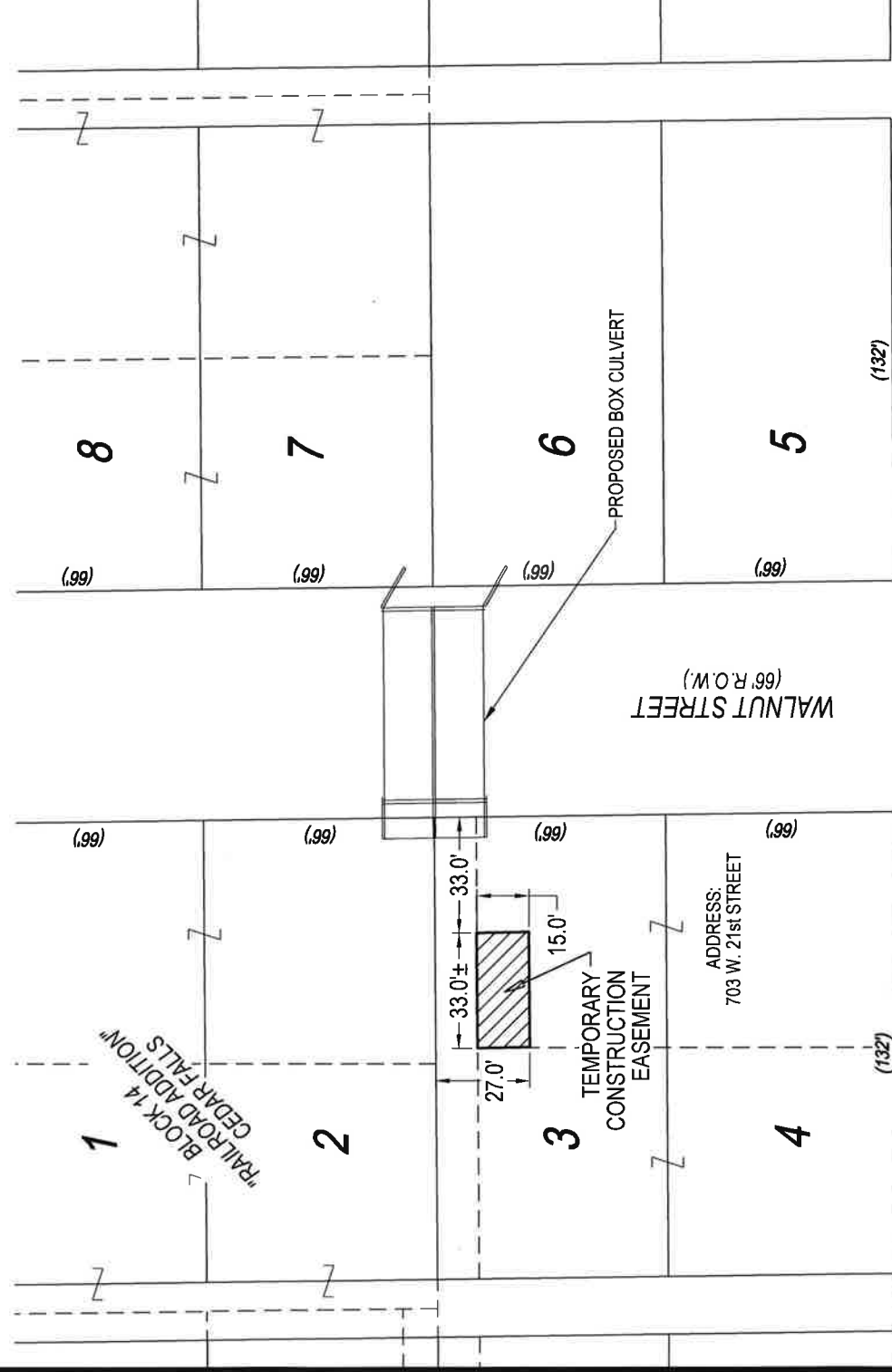
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.
Jeffrey P. Helland Date: 1/14/19
Jeffrey P. Helland, L.S. Iowa License No. 16264
My license renewal date is December 31, 2019.
Pages or Sheets covered by this Seal:

DRAW	JCH	CHECKED BY: JPH	Last Update: January 4, 2019 1:02 PM	SHEET NO. 1	TOTAL SHEETS 1
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**Right of Way Acquisition Plat
Walnut Street Box Culvert Replacement**

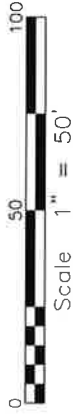
City Proj. No. BR-106-3152

TEMPORARY CONSTRUCTION EASEMENT



TEMPORARY CONSTRUCTION EASEMENT:

The South 15.0 feet of the North 27.0 feet of the East Half (E 1/2) of Lot 3, Block 14, Railroad Addition in the City of Cedar Falls, Black Hawk County, Iowa, except the East 33.0 feet thereof.
Contains 495 square feet, more or less.



Owner
RANDALL M. COSTELLO
703 W. 21st STREET
CEDAR FALLS, IOWA 50163

Parcel No. : 2a
8914-13-302-004



DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION

CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
50613
(319) 273-8606



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Jeffrey P. Helland, L.S. Date: _____
Iowa License No. 16264
My license renewal date is December 31, 2019.
Pages or Sheets covered by this Seal:

205	JCH	JPH	1	1
DRAWN	CHECKED BY:	SHEET NO.	TOTAL SHEETS	
		1	1	



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, Planner II
DATE: June 27, 2019
SUBJECT: Funding Agreement with Cedar Falls Community Main Street

Attached is the agreement with Cedar Falls Community Main Street (CMS). The agreement sets forth the requirements that must be met by CMS in order to receive \$15,000 of economic development funds for FY20.

If you have any questions, please feel free to contact me at this office.

FY2020 ECONOMIC DEVELOPMENT GRANT

**AGREEMENT TO SUPPORT ECONOMIC DEVELOPMENT PROGRAM
OF
CEDAR FALLS COMMUNITY MAIN STREET**

THIS AGREEMENT is entered into as of this _____ day of _____, 2019, by and between the Cedar Falls Community Main Street, Inc., (hereinafter "CMS"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the CMS is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the CMS has proposed to the City its "Main Street" philosophy, whereby CMS will use City funds to foster economic vitality while preserving and promoting the historic image and character of downtown Cedar Falls in order to benefit the City of Cedar Falls by implementing the regional promotion campaign; and

WHEREAS, the "Main Street" philosophy is explained in CMS's application filed with the City; and

WHEREAS, through the adoption of the FY20 Budget, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, including execution of a formal agreement outlining the duties and responsibilities of the CMS and the City; and

WHEREAS, the CMS and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The CMS affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CMS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The CMS has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council, which is incorporated by reference in the CMS application.

3. **Recipient documentation.** Prior to receiving funding, CMS shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CMS by the City, CMS shall utilize the funds for implementation of the Economic Development Programming aspect outlined in their application and for downtown “cleanliness and general upkeep”. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 10 of this Agreement. The CMS agrees to pursue new outside funding for the district, create promotions, recruit and support businesses, and carryout the myriad of individual tasks that result in a robust economic developmental effort for the district described in their application (hereinafter the "Project").

CMS will focus its efforts on the creation of new quality jobs, increased tax base and continued new investment within the district, and investment within the district along with related promotional and marketing efforts to increase and maintain the vitality of the district.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$ \$12,500 in order to support implementation of the Economic Programming Project and \$ \$2,500 for the streetscape improvement project.

The project Budget is established as part of the Application, Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CMS shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CMS’s performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 8.

7. **Salaries.** A portion of the City’s grant, as outlined in Paragraph 5, may provide funding for a portion of the salaries and employee benefits described in the application. City payment of a portion of the program’s salary and benefit expenses shall not make the City responsible or liable for any employee. All employment-related claims made by a CMS employee or against a CMS employee by others will be borne by the CMS.

8. **Request for Payment.** All requests for payment or reimbursement from the economic development grant shall be submitted by CMS to the City on a biannual basis, specifically October 15, 2019 and April 15, 2020. All payments or reimbursements are contingent upon receipt of the detailed Accounting Report required in Paragraph 6 and upon receipt of the Report on Project Results required in Paragraph 9. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

9. **Report on Project Results.** CMS agrees to provide the City with a written summary documenting the results of the Project on a biannual basis, specifically no later than

October 13, 2019 and April 12, 2020. Such report shall include without limitation, details of the following activities:

- a. Design and historic preservation
- b. Business development and retention
- c. Promotion and marketing
- d. Member development, training and communication
- e. A summary of new investment and job creation/retention figures for the applicable reporting period.
- f. Identify specific economic development projects taking place in FY20.
- g. Streetscape Improvement and Cleanliness project

10. **Return of Funds.** In the event CMS does not use funds for the intended purpose(s) or in the event CMS does not comply with the reporting requirements of Paragraph 9 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2020.

11. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the CMS from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

12. **Recipient Board.** The Recipient Board, the Community Main Street Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement. The Mayor shall designate the Liaison(s) to serve on this Board.

13. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

14. **Liability.** CMS and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

15. **Legal Expenses.** The CMS agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CMS's performance, or the performance of CMS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CMS.

16. **Terms of Agreement Control Over Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of CMS's Application describing the Project, which is inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

17. **Entire Agreement.** This Agreement, together with the Application, to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

18. **Term of Agreement.** This Agreement covers the period from July 1, 2019 through and including June 30, 2020.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Community Main Street, Inc.

By: _____

City of Cedar Falls, Iowa

By: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, Planner II
DATE: June 27, 2019
SUBJECT: Funding Agreement with Cedar Falls Community Main Street

Attached is the agreement to Support the Economic Development Program of Cedar Falls Community Main Street (CMS). The agreement sets forth the requirements that must be met by CMS in order to receive SSMID funds in FY20, which are estimated at \$200,130.

If you have any questions, please feel free to contact me at this office.

**AGREEMENT TO SUPPORT ECONOMIC DEVELOPMENT PROGRAM
OF
CEDAR FALLS COMMUNITY MAIN STREET**

FY20 SSMID FUNDS

THIS AGREEMENT is entered into as of this _____ day of _____, 2019, by and between the Cedar Falls Community Main Street, Inc., (hereinafter "CMS"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council, by virtue of Cedar Falls City Ordinance §§ 2-676 et. seq., created a self-supported municipal improvement district as defined in Chapter 386 of the Code of Iowa.

WHEREAS, the district is identified as the "Downtown Cedar Falls Self-Supported Municipal Improvement District", the purposes of which district are the undertaking of actions and the design and construction of any and all improvements authorized by Iowa Code Chapter 386, and the performance of administration, redevelopment and revitalization of the district.

WHEREAS, the CMS is the agency responsible for the administration, redevelopment and revitalization of the Downtown Cedar Falls Self-Supported Municipal Improvement District (hereinafter "SSMID"), and CMS will use City funds to foster economic vitality while preserving and promoting the historic image and character of downtown Cedar Falls in order to benefit the City of Cedar Falls; and

WHEREAS, the CMS and the City have reached agreement on the precise terms and conditions under which the SSMID funds shall be administered and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The CMS affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CMS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The CMS has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the Cedar Falls City Ordinance § 2-676.

3. **Description of Project.** In consideration for the funding provided to CMS by the City, the CMS shall represent and advocate for the interests of economic development, tourism and quality of life in downtown Cedar Falls, as well as to perform the administration, redevelopment and revitalization of the district. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CMS agrees to continue its implementation of the "Main Street" philosophy, (hereinafter the "Project"), to engage in the following economic development activities in downtown Cedar Falls:

- a. Design and historic preservation
- b. Business development and retention

- c. Promotion and marketing
- d. Member development, training and communication

4. **Funding.** The City agrees to provide funding in an amount estimated to be \$200,130 SSMID funds budgeted for FY2020, in order to support implementation of the Project. In no event shall the City be obligated to provide funding in excess of the taxes collected and deposited in the Downtown Cedar Falls Self-Supported Municipal Improvement District Operation Fund.

5. **Documentation Regarding Accounting of Expenditure of City Funds.** The CMS shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CMS's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

6. **Salaries.** A portion of the City's funding, as outlined in Paragraph 4, may provide funding for a portion of the salaries and employee benefits. City payment of a portion of the program's salary and benefit expenses shall not make the City responsible or liable for any employee. All employment-related claims made by a CMS employee or against a CMS employee by others will be borne by the CMS.

7. **Request for Payment.** All requests for payment or reimbursement from SSMID funds shall be submitted by CMS to the City on a biannual basis, specifically October 15, 2019, and April 15, 2020. All payments or reimbursements are contingent upon receipt of the detailed Accounting Report required in Paragraph 5 and upon receipt of the Report on Project Results required in Paragraph 8. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement. Any additional SSMID funds collected after April 15, 2020, shall be remitted to CMS by June 30, 2020.

8. **Report on Project Results.** CMS agrees to provide the City with a written summary documenting the use of the SSMID funds on a biannual basis, specifically no later than October 15, 2019, and April 15, 2020. Such report shall include without limitation, details of the following activities:

- a. Design and historic preservation
- b. Business development and retention
- c. Promotion and marketing
- d. Member development, training and communication

9. **Return of Funds.** In the event CMS does not use funds for the intended purpose(s) or in the event CMS does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the fiscal year, which is June 30, 2020.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the CMS from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Community Main Street Board of Directors, will be charged with planning for the appropriate expenditure of City SSMID funds in accordance with this Agreement. The Mayor shall designate the Liaison(s) to serve on this Board.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** CMS and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

14. **Legal Expenses.** The CMS agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CMS's performance, or the performance of CMS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CMS.

15. **Participation in Project.** All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the SSMID funds provided pursuant to Cedar Falls City Ordinance §§ 2-676 et. seq. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2019 through and including June 30, 2020.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Community Main Street, Inc.

By: _____

City of Cedar Falls, Iowa

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, Planner II
DATE: June 27, 2019
SUBJECT: Façade Improvement Fund Agreement with Cedar Falls Community Main Street

Attached is the agreement with Cedar Falls Community Main Street (CMS). The agreement sets forth the requirements that must be met by CMS in order to receive \$18,000 for the implementation of their pilot façade improvement program for FY20.

If you have any questions, please feel free to contact me at this office.

**FY20 FAÇADE IMPROVEMENT FUND AGREEMENT
WITH CEDAR FALLS COMMUNITY MAIN STREET**

THIS AGREEMENT is entered into as of this _____ day of _____, 2019, by and between the Cedar Falls Community Main Street, Inc., (hereinafter "CMS"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the Economic Development Fund Review Committee seeks to encourage economic development in Cedar Falls through offering a portion of this funding to eligible agencies to administer façade improvement programs that target commercial buildings; and

WHEREAS, CMS is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, CMS has proposed to the City to foster economic vitality within the Central Business District Overlay through a façade improvement program outlined in their application; and

WHEREAS, the "Main Street" philosophy is explained in CMS's application filed with the City; and

WHEREAS, through the adoption of the FY20 Budget, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, including execution of a formal agreement outlining the duties and responsibilities of the CMS and the City; and

WHEREAS, the CMS and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The CMS affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CMS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The CMS has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council, which is incorporated by reference in the CMS application.

3. **Recipient documentation.** Prior to receiving funding, CMS shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CMS by the City, CMS shall utilize the funds for implementation of the façade improvement program outlined in their application (hereinafter the "Project"). Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement.

Eligible façade programs must contribute to and/or promote economic development and/or increase taxable valuation in Cedar Falls.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$18,000 in order to support implementation of the Project. The project Budget is established as part of the Application.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CMS shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CMS's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Payment.** City will provide Funding to CMS by July 15, 2019.

8. **Report on Project Results.** CMS agrees to provide the City with a written summary documenting the results of the Project on an annual basis, specifically no later than June 1, 2020. Such report shall include without limitation, details of the following activities:

- a. A list of all applications received for their façade improvement program with a short explanation on why projects were either denied or approved.
- b. A breakdown of funds spent for each approved project, including copies of invoices for work completed.

9. **Return of Funds.** In the event CMS does not fully utilize the funding amount, or does not use funds for the intended purpose(s) or in the event CMS does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2020.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement.

11. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance

- impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

12. **Liability.** CMS and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

13. **Legal Expenses.** The CMS agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CMS's performance, or the performance of CMS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CMS.

14. **Terms of Agreement Control Over Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of CMS's Application describing the Project, which is inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

15. **Entire Agreement.** This Agreement, together with the Application, to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

16. **Term of Agreement.** This Agreement covers the period from July 1, 2019 through and including June 30, 2020.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Community Main Street, Inc.

By: _____

City of Cedar Falls, Iowa

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk



310 East 4th Street
Cedar Falls, Iowa 50613

Phone: 319-277-0213
www.communitymainstreet.org

February 14, 2019

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Dear Façade Improvement Fund Review Board,

Recognized as a Great American Main Street, certified Cultural District, and national registered Historic District, Cedar Falls Downtown is a vibrant neighborhood known for its aesthetic charm. This is not by happenstance. Community Main Street, in partnership with business and property owners and the City of Cedar Falls, strategically and incrementally work to improve the Downtown District environment.

**2018-2019
Board of Directors:**

Ty Kimble, President
Amy Mohr
Crystal Ford
Dan Lynch
Audrey Dodd
Matt Dunning
Wynette Froehner
Jessica Marsh
Clark Rickard
Stephanie Sheetz
Julie Shimek
Brad Strouse
Pam Taylor
Dawn Wilson

It is exciting to see a new City of Cedar Falls program taking shape. This program will provide yet another tool for us to use to potentially increase the taxable value of downtown properties, a benefit to the entirety of the Cedar Falls. Community Main Street thanks you for the opportunity to apply for this new tool, the Façade Improvement Fund. Included in this packet you will find:

1. Community Main Street's grant application for city funding including our
 - a. Proposed organizational grant program details
 - b. Proposed organizational grant application
 - c. Proposed organizational grant request for payment
 - d. Existing Community Main Street Design Guidelines Checklist
2. Proof of liability insurance
3. Proof of tax-exempt status under the Internal Revenue Service Revenue Code
4. List of current board of directors and officers

We are grateful for the excellent partnership that Community Main Street and the City of Cedar Falls have developed over the past 31 years. We are open to suggestions to improve our organization's proposed grant details and processes and look forward to producing even greater results to the benefit of all Cedar Falls citizens.

Sincerely,

Carol Lilly
Executive Director, Community Main Street





Façade Improvement Fund FY20 Application

Façade Improvement Fund Grant Application FY20

1. General Information *(Applications must be typewritten. Use a separate sheet of paper, if necessary):*

Name of organization: Community Main Street

Contact person: Carol Lilly **E-mail:** cmsdirector@cfu.net

Address of organization or person completing application:

Street: 310 E. 4th Street

City: Cedar Falls **State:** IA **Zip:** 50613

Phone: 319-277-0213 **Fax:** N/A

2. What is the mission of your organization?

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

3. What would the mission be of your façade program and how does it compliment your organization's mission?

Community Main Street seeks to provide business owners and their tenants with assistance to permanently improve their structures and property for the betterment of the Cedar Falls Downtown District. Our goal is to provide financial assistance to property owners and sponsored tenants who demonstrate a strong dedication to district improvement. Projects that will receive grant funding should focus on the improvement of existing assets, which are permanent in nature and enhance the visual presentation of the district and, therefore, its image.

4. **Please state the amount of your request and provide a description of how you would utilize your façade program funding. For example: would multiple small projects be funded or a couple large projects?**

Community Main Street is requesting \$18,000. Multiple small to midsize projects on existing structures within the Cedar Falls Downtown District will be considered. Individual property owners and/or sponsored tenants will apply for funding through an application process by submitting an application detailing the intended project for a formal review by the Board of Directors and/or Design Committee. Grant applications would be reviewed and acted upon at the next scheduled Design Committee meeting. Applications will be accepted on an on-going basis until funds are allocated.

5. **Outline what criteria would be used by your organization to determine eligible façade projects. Will it be a matching grant?**

Grants will be awarded based on the following basis:

- Eligibility of the project and applicant (see #4 above)
- Adheres to the CMS Design Guidelines (see Review Checklist referenced in #7)
- Affect of the proposed improvement(s) on the district
- Alignment of the project with Main Street's approach to economic vitality
- Applicants demonstration of strong dedication to district improvement and board of director strategic goals
- Grantee abiding by all terms and conditions of the grant

Projects should comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

Grants will be offered for amounts up to \$2,500 and require 1:1 matching funds from the Grantee. NOTE: Grant funds provided as a reimbursement.

6. **Describe how your façade program would promote economic development in Cedar Falls.**

The façade improvement program is an incentive to encourage property owners and businesses to improve the exterior appearance of their buildings and storefronts. Even simple changes such as the removal of non-historic materials, repairs, or a new paint job that calls attention to the building's original architectural details signal positive change and often stimulate similar improvements in neighboring buildings. Although this process sometimes begins spontaneously through the work of individual property or business owners, it can be accelerated through this façade improvement program. Increased property values and improved sales are just two direct benefits we expect to achieve.

Community Main Street, in partnership with the City of Cedar Falls, has successfully used the Main Street approach to economic development for the past 31 years. From 1987 through 2016 the assessed value of the district has risen 821% and the previous façade grant program has contributed to this growth. Establishing this new grant program, with administration burden absorbed by CMS, will help us built upon past success.

7. Please supply any additional information you believe will strengthen your application.

See the attached program forms:

- Program Details
- Application
- Review checklist
- Reimbursement form

8. Please attach the following to the application:

- Proof of liability insurance;
- Proof of tax-exempt status under the Internal Revenue Service Revenue Code;
- List of current board of directors and officers.

I have reviewed this Application for Grant Funds from the City of Cedar Falls. To the best of my knowledge, the information contained in this application and its attachments is accurate and complete.

The Economic Development Fund award is to be used for the express purpose as stated in the Grant Application. I, the undersigned, know full and well that if this program/project does not transpire, the recommendation by the Economic Development Fund Review Committee for funding will be withdrawn. My organization will be responsible for refunding any portion of funds already received.



Signature of Applicant



Date



COMMUNITY MAIN STREET FAÇADE IMPROVEMENT GRANT Program Details

The Community Main Street Grant Program is supported through funding from the City of Cedar Falls. Without their support, this grant program would not be possible.

Purpose

Community Main Street seeks to provide business owners and sponsored tenants with assistance to permanently improve their structures and property for the betterment of the Cedar Falls Downtown District. Our goal is to provide financial assistance to property owners and sponsored tenants who demonstrate a strong dedication to district improvement. Projects that will receive grant funding should focus on the improvement of existing assets, which are permanent in nature and enhance the visual presentation of the district and, therefore, its image.

Structure

The CMS Board of Directors, and/or Design Committee will award grants to eligible applicants for eligible activities, which are outlined below. Applicants must submit an application of the intended project for a formal review **prior to any work being done** on the project. The Board of Directors and/or Design Committee will act on grant applications at their next scheduled meeting.

Grants will be awarded based on the following basis:

- Applicants demonstration of strong dedication to district improvement and alignment with board of director goals
- Eligibility of the project and applicant
- Adherence to the CMS Design Guidelines
- Ability to secure city approval, through the Planning and Zoning process, when applicable
- Affect of the proposed improvement(s) on the district
- Alignment of the project with Main Street's four point approach
- Grantee's adherence to all terms and conditions of the grant

Projects should comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

Grants will be offered for amounts up to \$2,500 and require 1:1 matching funds from the Grantee. NOTE: Grant funds provided as a reimbursement after project has been completed and reviewed by Design Committee representative.

Applications will be accepted on an on-going basis until funds are allocated.

Typically applications will be reviewed on the third Friday of each month.

Grant project must be completed within one year of the grantees notification of award. Extensions may be granted with prior approval from the CMS Board of Directors.

An individual property is available for grant funds once every five years, unless under new ownership or part of a phased project.

There is no limit on how many grants will be given to properties of the same owner. However, the goal of the program is to bring improvement to the entire district and assist multiple property owners. Multiple requests and awards to the same owner may be taken into consideration by the CMS Board and/or Design Committee as a factor in the approval process.

A completed application does not guarantee receipt of any program funding.

The CMS Board and/or Design Committee will not use race, gender, sexual orientation, age, religion or other factors as a basis for awarding or refusing to award a grant to an eligible applicant.

Eligible Applicants

Property owner or property owner-sponsored tenants of existing commercial buildings located within the defined CMS District boundary.

Eligible Activities - Note: City approval, through the P & Z process, may be required

Eligible activities include: 1. Permanent building improvements ('Bricks and mortar') 2. Murals

Permanent building improvements included but not limited to the following:

- Repairs to building facades
- Masonry repair
- Cleaning of the exterior of the building
- Exterior painting
- Repairing or replacing entrances, doors, windows, decorative details
- Awnings
- Sign removal or repair that meets the requirements of the City of Cedar Falls sign ordinance and Overlay District guidelines.
- Permanent landscaping, benches and sidewalk repairs
- Other repairs that improve the aesthetic quality of the property

Murals:

- Mural proposals may be submitted by the artist, tenant, or property owner with prior approval and should support CMS' mission and vision.
- CMS Design Committee reserves the right to approve or deny funding for art based on their determination of the appropriateness of the art within CMS District.
- Mural must be permanent in nature with the expectation that it will remain in place and be maintained indefinitely by the applicant.
- Mural should be outdoors in a location where the public can view it without requiring special access.

The CMS Board and/or Design Committee have final determination of the project's grant eligibility.

Ineligible Activities

Items are included but not limited to the following:

- Improvements which are not permanent in nature
- Any work that does not comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties

Projects started prior to application submission and approval will not be considered eligible for this program. However, funding can be provided for specific project scope/portion that is not yet purchased or underway as long as invoices and/or receipts can be provided for that specific portion, such as purchasing and installing windows, main entry door, painting, masonry repointing, etc.

Grant Application Process

1. Application package and guidelines are available at the Community Main Street office (310 East 4th Street) and at www.communitymainstreet.org
2. Completed grant application, including drawings, photos, cost estimates, paint and material samples, etc. will be submitted to the Main Street office.
3. The CMS Board and/or Design Committee will review the application and notify the applicant of the determination. If the application is rejected, the applicant will be notified in writing.

Post Grant Award Procedure

1. Successful applicants will secure city approval, if applicable, then sign an agreement with CMS regarding terms and conditions.
2. CMS will monitor the progress of the project.
3. The CMS Board and/or Design Committee must approve any changes in the scope of work.
4. Approved changes in the scope of work will be signed by the recipient and CMS and will be attached to the original application.
5. An Application for Payment is due within 60 days of the project completion, and must include copies of invoices/receipts for all expenses and photographs of the completed work.
6. Property shall not have any mechanics liens associated with this project in place at the time of Application for Payment.
7. The CMS Board and/or Design Committee will distribute Grant monies after completion of the project and upon approval. Representatives of the CMS Board and/or Design Committee will conduct a final inspection to approve disbursement of funds.
8. Deviations from the approved plan will disqualify the recipient from this grant program and result in forfeiture of all grant monies.

Amendments

The details of the grant program may be amended subject to the formal approval of the CMS Board and/or Design Committee.

We look forward to receiving and considering your applications.

Contact Information:

Community Main Street
Executive Director, Carol Lilly
310 E. 4th Street
Cedar Falls, IA 50613
319-277-0213
cmsdirector@cfu.net



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, Planner II
DATE: June 27, 2019
SUBJECT: Funding Agreement with College Hill Partnership

Attached is the agreement with College Hill Partnership (CHP). The agreement sets forth the requirements that must be met by CHP in order to receive \$3,000 of economic development funds for FY20.

If you have any questions, please feel free to contact me at this office.

FY20 ECONOMIC DEVELOPMENT GRANT

**AGREEMENT IN SUPPORT
OF THE
COLLEGE HILL PARTNERSHIP**

THIS AGREEMENT is entered into as of this _____ day of _____, 2019, by and between the College Hill Partnership, (hereinafter "CHP"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, CHP is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the CHP has proposed to the City its plan to continue to revitalize and enhance the economic environment in the College Hill District, whereby CHP will use City funds for improving the optics and environment surrounding the hill , in order to benefit the City of Cedar Falls through the revitalization and promotion of the College Hill area; and create a census to track economic development with the businesses on College Hill; and

WHEREAS, CHP's project is explained in CHP's application filed with the City; and

WHEREAS, through the adoption of the FY20 Budget the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, including execution of a formal agreement outlining the duties and responsibilities of CHP and the City; and

WHEREAS, CHP and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The CHP affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CHP shall provide proof of tax exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The CHP has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.

3. **Recipient documentation.** Prior to receiving funding, CHP shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;
- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CHP by the City, the CHP shall utilize the funds to continue its mission to revitalize and enhance the economic environment in the College Hill District, by using the funds for creating a census to track economic development with the businesses on College Hill and for cleanliness and general upkeep of the College Hill District (hereinafter the "Project").

Additionally, the intended outcome of the Project is direct new job creation and investment on College Hill. Documented results of actual job creation and new investment or reinvestment on College Hill will be a priority of CHP. Focus of the CHP should include the ongoing implementation of the College Hill Self Supported Municipal Improvement District (SSMID), along with the aggressive marketing and utilization of the recently established College Hill Urban Renewal and College Hill Urban Revitalization programs. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CHP agrees to implement the Project to aid in revitalization efforts of the College Hill District in Cedar Falls.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$3,000.00 in order to support implementation of the Project. \$500 of this amount is to be used for creating the census and \$2,500 of this amount is to be used for efforts in cleanliness, aesthetics, and general upkeep of the College Hill District. .

The project Budget is established as part of the Application, Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CHP shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CHP's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement from the economic development grant shall be submitted by CHP to the City on a biannual basis, specifically October 15, 2019 and April 15, 2020. All payments or reimbursements are contingent upon receipt of the detailed Accounting Report required in Paragraph 6 and upon receipt of the Report on Project Results required in Paragraph 8. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** The CHP agrees to provide the City with a written summary documenting the results of the Project within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, documented

receipts, and results in numerical and/or narrative form for the following activities: economic development promotion, membership development, and progress on filling store fronts, fundraising strategies for ongoing operations, SSMID implementation, generation of new TIF increment and taxable valuation, specific economic development projects taking place in FY20, and resolution of code enforcement issues.

9. **Return of Funds.** In the event CHP does not use funds for the intended purpose(s) or in the event CHP does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2020.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the CHP from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the College Hill Partnership Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:
- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
 - b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** The CHP and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

14. **Legal Expenses.** The CHP agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CHP's performance, or the performance of CHP's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CHP.

15. **Terms of Agreement Control Over Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of CHP's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement, together with the Application, to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2019 through and including June 30, 2020.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

COLLEGE HILL PARTNERSHIP

By: _____

City of Cedar Falls, Iowa

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
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Phone: 319-273-8600
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MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, Planner II
DATE: June 27, 2019
SUBJECT: Funding Agreement with College Hill Partnership

Attached is the agreement to Support the Economic Development Program of College Hill Partnership (CHP). The agreement sets forth the requirements that must be met by CHP in order to receive SSMID funds in FY20, which are estimated at \$26,400.

If you have any questions, please feel free to contact me at this office.

**AGREEMENT TO SUPPORT ECONOMIC DEVELOPMENT PROGRAM
OF
CEDAR FALLS COLLEGE HILL PARTNERSHIP**

FY20 SSMID FUNDS

THIS AGREEMENT is entered into as of this _____ day of _____, 2019, by and between the College Hill Partnership (hereinafter "CHP"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council, by virtue of Cedar Falls City Ordinance §§ 2-685 et. seq., created a self-supported municipal improvement district as defined in Chapter 386 of the Code of Iowa.

WHEREAS, the district is identified as the "College Hill Self-Supported Municipal Improvement District", the purposes of which district are the undertaking of actions and the design and construction of any and all improvements authorized by Iowa Code Chapter 386, and the performance of administration, redevelopment and revitalization of the district.

WHEREAS, the CHP is the agency responsible for the administration, redevelopment and revitalization of the College Hill Self-Supported Municipal Improvement District (hereinafter "SSMID"), and CHP will use City funds to develop and encourage retail businesses in the College Hill area by way of promotion, development, growth, and organization in order to benefit the City of Cedar Falls; and

WHEREAS, the CHP and the City have reached agreement on the precise terms and conditions under which the SSMID funds shall be administered and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The CHP affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CHP shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The CHP has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the Cedar Falls City Ordinance § 2-685.

3. **Description of Project.** In consideration for the funding provided to CHP by the City, the CHP shall represent and advocate for the interests of economic development, tourism and quality of life in the College Hill area, as well as to perform the administration, redevelopment and revitalization of the district. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CHP agrees to develop and encourage retail businesses by way of promotion, development, growth, and organization (hereinafter the "Project")

4. **Funding.** The City agrees to provide funding in an amount estimated to be \$26,400 SSMID funds budgeted for FY2020, in order to support implementation of the Project. In no event shall the City be obligated to provide funding in excess of the taxes collected and deposited in the College Hill Self-Supported Municipal Improvement District Operation Fund.

5. **Documentation Regarding Accounting of Expenditure of City Funds.** The CHP shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CHP's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

6. **Salaries.** A portion of the City's funding, as outlined in Paragraph 4, may provide funding for a portion of the salaries and employee benefits. City payment of a portion of the program's salary and benefit expenses shall not make the City responsible or liable for any employee. All employment-related claims made by a CHP employee or against a CHP employee by others will be borne by the CHP.

7. **Request for Payment.** All requests for payment or reimbursement from SSMID funds shall be submitted by CHP to the City on a biannual basis, specifically October 15, 2019, and April 15, 2020. All payments or reimbursements are contingent upon receipt of the detailed Accounting Report required in Paragraph 5 and upon receipt of the Report on Project Results required in Paragraph 8. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement. Any additional SSMID funds collected after April 15, 2020, shall be remitted to CHP by June 30, 2020.

8. **Report on Project Results.** CHP agrees to provide the City with a written summary documenting the use of the SSMID funds on a biannual basis, specifically no later than October 15, 2019, and April 15, 2020. Such report shall include without limitation, details of the development of retail business in the area

9. **Return of Funds.** In the event CHP does not use funds for the intended purpose(s) or in the event CHP does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the fiscal year, which is June 30, 2020.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the CHP from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the College Hill Partnership Board of Directors, will be charged with planning for the appropriate expenditure of City SSMID funds in accordance with this Agreement. The Mayor shall designate the Liaison(s) to serve on this Board.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written

- notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** CHP and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

14. **Legal Expenses.** The CHP agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CHP's performance, or the performance of CHP's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CHP.

15. **Participation in Project.** All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the SSMID funds provided pursuant to Cedar Falls City Ordinance §§ 2-685 et. seq. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2019 through and including June 30, 2020.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

College Hill Partnership

By: _____

City of Cedar Falls, Iowa

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, Planner II
DATE: June 27, 2019
SUBJECT: Façade Improvement Fund Agreement with the College Hill Partnership

Attached is the agreement with College Hill Partnership (CHP). The agreement sets forth the requirements that must be met by CHP in order to receive \$6,000 for the implementation of their pilot façade improvement program for FY20.

If you have any questions, please feel free to contact me at this office.

**FY20 FAÇADE IMPROVEMENT FUND AGREEMENT
WITH COLLEGE HILL PARTNERSHIP**

THIS AGREEMENT is entered into as of this _____ day of _____, 2019, by and between the College Hill Partnership, (hereinafter "CHP"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the Economic Development Fund Review Committee seeks to encourage economic development in Cedar Falls through offering a portion of this funding to eligible agencies to administer façade improvement programs that target commercial buildings; and

WHEREAS, CHP is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, CHP has proposed to the City to foster economic vitality within the Central Business District Overlay through a façade improvement program outlined in their application; and

WHEREAS, through the adoption of the FY20 Budget, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, including execution of a formal agreement outlining the duties and responsibilities of the CHP and the City; and

WHEREAS, the CHP and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The CHP affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CHP shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The CHP has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council, which is incorporated by reference in the CHP application.

3. **Recipient documentation.** Prior to receiving funding, CHP shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;
- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;

- d. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CHP by the City, CHP shall utilize the funds for implementation of the façade improvement program outlined in their application (hereinafter the "Project"). Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement.

Eligible façade programs must contribute to and/or promote economic development and/or increase taxable valuation in Cedar Falls.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$6,000 in order to support implementation of the Project. The project Budget is established as part of the Application.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CHP shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CHP's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Payment.** City will provide Funding to CHP by July 15, 2019.

8. **Report on Project Results.** CHP agrees to provide the City with a written summary documenting the results of the Project on a biannual basis, specifically no later than October 13, 2019 and April 12, 2020. Such report shall include without limitation, details of the following activities:

- a. A list of all applications received for their façade improvement program with a short explanation on why projects were either denied or approved.
- b. A breakdown of funds spent for each approved project, including copies of invoices for work completed.

9. **Return of Funds.** In the event CHP does not fully utilize the funding amount, or CHP does not use funds for the intended purpose(s) or in the event CHP does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2020.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement.

11. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or

- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

12. **Liability.** CHP and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

13. **Legal Expenses.** The CHP agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CHP's performance, or the performance of CHP's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CHP.

14. **Terms of Agreement Control Over Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of CHP's Application describing the Project, which is inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

15. **Entire Agreement.** This Agreement, together with the Application, to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

16. **Term of Agreement.** This Agreement covers the period from July 1, 2019 through and including June 30, 2020.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

College Hill Partnership

By: _____

City of Cedar Falls, Iowa

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

Application Instructions

The City of Cedar Falls Economic Development Review Committee must receive all applications no later than 4:00 p.m. on February 15, 2019. Late applications will not be considered. Please submit all application materials electronically to Iris.Lehmann@cedarfalls.com and one hard copy to:

Cedar Falls Economic Development Fund Review Committee
c/o Iris Lehmann, Planner I
220 Clay Street
Cedar Falls, Iowa 50613
(319) 273-8600

RECEIVED

FEB 15 2019

COMMUNITY DEVELOPMENT
DEPARTMENT

Façade Improvement Fund Grant Application FY20

1. **General Information** (*Applications must be typewritten. Use a separate sheet of paper, if necessary*):

Name of organization: College Hill Partnership
Contact person: Kathryn Sogard E-mail: collegehillpartnership@gmail.com

Address of organization or person completing application:

Street: 2304 College Street (PO BOX 974)
City: Cedar Falls State: Iowa Zip: 50613
Phone: 319-273-6228 Fax: 319-273-3509

2. **What is the mission of your organization?**

College Hill Partnership (CHP) is a non-profit organization that serves as the leader in revitalization and promotion of the College Hill area, an urban neighborhood community. The scope of its mission includes promoting healthy neighborhood businesses and housing enhancement; strengthening collaboration and pride; developing public/private partnerships; and serving as an advocate for addressing area concerns.

3. **What would the mission be of your façade program and how does it compliment your organization's mission?**

The mission for the College Hill Partnership's façade program is to improve the aesthetic atmosphere in the College Hill Business District. The objective of the CHP Façade Improvement Program is to ensure continual visual and economic improvements to the business portion of College Hill Overlay District. Through aesthetic improvements driven by financial assistance through grant monies, the entire scope of the CHP's mission will be addressed. This includes strengthening collaboration and pride, developing public and

private partnerships, and serving as an advocate for a safe, healthy, and economically thriving district.

4. Please state the amount of your request and provide a description of how you would utilize your façade program funding. For example: would multiple small projects be funded or a couple large projects?

The College Hill Partnership is requesting \$6,000 for three or more projects within our district. There has been interesting from a partnership of our non-profit organization, a group of volunteers, and private business owners for and the inclusion of public art bordering Pettersen Plaza. Several businesses have also shown interest in improving windows and doors on the façade of their building.

5. Outline what criteria would be used by your organization to determine eligible façade projects. Will it be a matching grant?

Eligible project items include but are not limited to the following,

- ✦ Exterior painting, refinishing
- ✦ Restoration of original exterior finishes and materials
- ✦ Repair or replacement of windows or doors
- ✦ Window or cornice flashing and repair
- ✦ Canopy or awning installation or repair
- ✦ Addition or restoration of publically visible exterior murals or permanent art installations (All art should support the CHP's mission and vision, and requires approval from the CHP Board of Directors)
- ✦ Exterior lighting installation or repair
- ✦ Repair or removal of signage that meets the requirement of the City of Cedar Falls storefront signage ordinance.
- ✦ Other projects that may improve the aesthetics of the building and district

Any project will be required to provide 1:1 funding in order to receive grant monies. See attached documents for more information on criteria including types of properties/businesses that qualify.

6. Describe how your façade program would promote economic development in Cedar Falls.

Our partnership is located in a part of town that hosts a great deal of traffic and has an ever-changing demographics due to its proximity to a State University. Because of that proximity, our district has faced challenges to maintain appearances that promote continued economic development. The College Hill Partnership has fostered a sense of pride and support of the district and has been on the forefront in supporting local business. However, we know that sometimes local businesses need incentives and aid to help upkeep the buildings they reside in. Because of the support of small local businesses and our understanding of these businesses College Hill Partnership has been 100% supportive of projects that help make our district more beautiful and updated. We have worked with countless businesses in our district to apply for facade grants through our City which help those small businesses care for the exterior of the building. Throughout the years we have supported the award of tens of thousands of dollars to ensure that local businesses would not suffer economically when making these improvements. Job retention and grow is an important dimension of economic development. When

grants such as this one are funded a countless number of jobs are defended by ensuring the businesses are not stretched thin while trying to make improvements.

In the last five years alone we have supported proposed grant requests for projects that have replaced badly worn doors, replaced storefront entrances & decorative details, and even helped take an empty hole and transform it to a thriving coffee shop and yoga studio. Without the funding for our local City facade grants, many of these businesses would be negatively impacted upon deciding to keep up appearances. Businesses might have to make a choice whether to invest in aesthetics of their facade or providing more jobs with quality pay. Grants like our facade grant eliminate the hard choice to choose between someone's salary or paying a higher wage and making necessary improvements to their physical location. Facade funding and the facade grant process encourages businesses in the College Hill Area to maintain the historical significance and uniqueness of our district, and encourage upkeep that keeps the area relevant to local consumers as well as future residents and students.

The funding is given to provide for facade grants such as the one in our Iowa town, help provide jobs, maintain our history, and encourage the upkeep of local businesses. Many city business districts like the one on College Hill, are full of small business (with fewer 20 employees), which according to 2014 U.S. census data, provides 89.4% of the jobs in the United States. Many small businesses find it hard to make necessary updates without grant funding such as our Facade Improvement Grant. This funding helps support the almost 90% of jobs in the United States by supporting small businesses care for their brick and mortar locations.

7. Please supply any additional information you believe will strengthen your application.

Attached are documents that cover the process of proposed CHP Façade Improvement Grant.

8. Please attach the following to the application:

- Proof of liability insurance;
- Proof of tax-exempt status under the Internal Revenue Service Revenue Code;
- List of current board of directors and officers.

I have reviewed this Application for Grant Funds from the City of Cedar Falls. To the best of my knowledge, the information contained in this application and its attachments is accurate and complete.

The Economic Development Fund award is to be used for the express purpose as stated in the Grant Application. I, the undersigned, know full and well that if this program/project does not transpire, the recommendation by the Economic Development Fund Review Committee for funding will be withdrawn. My organization will be responsible for refunding any portion of funds already received.

K E Sogard

Signature of Applicant

2-15-2019

Date



College Hill Partnership Façade Improvement Grant Program Outline

Program Objective

The objective of the CHP Façade Improvement Program is to ensure continual visual and economic improvements within the business portion of College Hill Overlay District.

Program Summary

Improving the quality of life and vitality of the College Hill District is a priority to the College Hill Partnership. With this mission in mind, the College Hill Partnership hopes to provide College Hill business owners and building tenants with an incentive to permanently improve the façade of their building and/or property. The goal of this program is to offer assistance in permanent improvements that will help the vitality, walkability, accessibility, and promotion of College Hill Businesses and the College Hill Business District. By working with business owners, business building tenants and business property owners the College Hill Partnership hopes this program will encourage continued improvements along College Street and West 23rd Street in Cedar Falls. For a project to receive funding, the project must concentrate on permanent improvements to current building facades therefor improving the overall visual ascetics of the business and in turn the overall College Hill Business District.

Program Details

The CHP Board of Directors will grant monies to applicants for eligible projects (See the list of eligible projects below). Applicants must complete and submit an application detailing the proposed project for review by the Board of Directors of the College Hill Partnership. All submissions must be submitted prior to beginning work on a project. Applicant must also submit a project completion packet within 60 days of the end of the project. Grant applications will be considered on a regular basis as funds are available.

Grants will be awarded to projects which:

- ✦ Demonstrate of devotion to the College Hill Overlay’s goals and improvements
- ✦ Are an eligible project
- ✦ Belong to an eligible applicant
- ✦ Have a significant effect on the overall district
- ✦ Grantee complies with all conditions of a façade grant

Grants require 1:1 matching funds from the grantee. Note: Monies are given on a reimbursement basis upon competition of project and submission of project completion packet.

Special consideration will be given to projects that leverage private investments above and beyond that of the required 1:1 matching ratio.



Applications will be accepted and reviewed on a regular basis and until all funds are awarded.

Priority will be awarded to building owners who have not recently received façade grant funding.

Tax-exempt properties are disqualified from obtaining facade grant funding.

Grant project(s) must be finalized and project completion packet submitted within one year of the grantee's award notification. Extensions may be given however prior approval must be obtained from the College Hill Partnership Board of Directors prior to completion of the project.

The CHP Board of Directors will not use race, sex, creed, orientation, age, religion, political views or other personal factors as a basis for awarding or refusing to award façade grants to eligible applicants on eligible projects.

Applicant Eligibility Requirements:

College Hill business owner, property or property owner-sponsored tenants of existing commercial or mixed-use buildings located within the defined College Hill Overlay District. Specifically properties within the C-3 Zoning District of the College Hill Overlay.

Eligible Exterior Façade Improvements:

Items include but are not limited to the following,

- ✦ Exterior painting, or refinishing
- ✦ Repair of exterior finishes and materials
- ✦ Repair or replacement of windows or doors
- ✦ Window or cornice flashing and repair
- ✦ Canopy or awning installation or repair
- ✦ Addition or restoration of publically visible exterior murals or permanent art installations (All art should support the CHP's mission and vision for the College Hill, and requires approval from the CHP Board of Directors)
- ✦ Exterior lighting installation or repair
- ✦ Repair or removal of signage that meets the requirement of the City of Cedar Falls storefront signage ordinance
- ✦ Other projects that may improve the aesthetics of the building and district

The CHP Board and/or Executive Committee review all submissions and decide the ultimate determination of the eligibility of any projects.

Ineligible Façade Improvement:

Items include but are not limited to the following,

- ✦ Interior improvements
- ✦ Inappropriate repairs, replacements, or alterations
- ✦ Non-permanent projects



- ✦ Project applications must be submitted and approved before work is started on the project or else the project will no longer be eligible for grant monies.

Application Process

1. Applications can be obtained by emailing the Executive Director for the CHP at collegehillpartnership@gmail.com
2. The grant application, including drawings, before and after photos, detailed estimated costs, material samples will need to be submitted in full to the CHP office or digitally to collegehillpartnership@gmail.com.
3. The CHP Board of Directors will review the application and materials in a timely manner. The applicant will be notified no matter the outcome of the grant submission. Once the application is approved, it must be adhered to. Should the applicant move away from the approved plan, the College Hill Partnership may decide not to grant agreed upon funding.

Conditions for Reimbursement:

1. The CHP Board Committee must approve of any changes made to the project. These changes must be submitted in writing for approval by the CHP Board prior to beginning the project.
2. Submission of project completion packet to CHP office or digitally via collegehillpartnership@gmail.com. The packet must include before and after photographs, & paid invoices.
3. Color photographs of work (before and after) must be submitted for the project.
4. Completed work must closely bear a resemblance to the approved submission for the project.
5. Copies of paid invoices must be submitted to the CHP upon completion of work (work must be completed within 1 year of approval of grant submission).
6. Grant monies will be distributed after approval from the CHP Board upon receipt and review of project completion packet.

The College Hill Partnership reserves the right to alter details of the Façade Grant program at any such time.

Contact Information:

College Hill Partnership
Executive Director, Kathryn Sogard
2304 College Street
PO Box 974
Cedar Falls Iowa, 50613
319-273-6228
collegehillpartnership@gmail.com
www.collegehillpartnership.org

Grant developed based on similar Façade Grants from Community Main Street, Cedar Falls, IA, and neighboring communities.



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, Planner II
DATE: June 27, 2019
SUBJECT: Funding Agreement with Grow Cedar Valley

Attached is the agreement with Grow Cedar Valley (GCV). The agreement sets forth the requirements that must be met by GCV in order to receive \$25,000 of economic development funds for FY20, with the option for incentive payments. The FY20 agreement provides for a maximum incentive of \$20,000.

If you have any questions, please feel free to contact me at this office.

FY20 ECONOMIC DEVELOPMENT GRANT

**AGREEMENT TO SUPPORT "FULFILLING THE VISION" CAMPAIGN
FOR ECONOMIC VITALITY
OF
GROW CEDAR VALLEY**

THIS AGREEMENT is entered into as of this _____ day of _____, 2019, by and between the Grow Cedar Valley (hereinafter "GCV"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the GCV is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the GCV has proposed to provide projects to increase the economic vitality and wealth by leading collaborative economic and community development in the Cedar Valley, and whereby the GCV will engage in economic development activities to directly benefit the City of Cedar Falls; and

WHEREAS, the proposed activities of the GCV that will compliment or expand upon the existing economic development efforts of the City of Cedar Falls are explained in GCV's application filed with the City; and

WHEREAS, through the adoption of the FY20 Budget, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, including execution of a formal agreement outlining the duties and responsibilities of the GCV and the City; and

WHEREAS, the GCV and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The GCV affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The GCV shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The GCV has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.
3. **Recipient documentation.** Prior to receiving funding, the GCV shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;
- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to GCV by the City, the GCV shall represent and advocate for the interests of business, industry and institutions operating in the City of Cedar Falls. The GCV agrees that proposed activities of the GCV as outlined in their application will compliment or expand upon the existing economic development efforts of the City of Cedar Falls, and to engage in the following economic development activities (hereinafter the "Project"). Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 10 of this Agreement.

The contract for services between the Grow Cedar Valley and Cedar Falls Utilities for the City of Cedar Falls/Cedar Falls Utilities "Specific Marketing Component" is outside of and in addition to the scope of this FY20 Economic Development Grant Agreement.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$45,000 in order to support implementation of the Project, upon Request for Payment as provided in Paragraph 8, and upon receipt of the Accounting required in Paragraph 6, as follows:

- a. A Base Budget amount not to exceed \$25,000, to be paid in two separate payments of \$12,500 on December 31, 2019, and June 30, 2020; and
- b. The \$25,000, outlined above, will be contingent upon the continuation of GCV granting membership status to certain City Divisions for GCV publications to include the Cedar Falls Public Library (Libraries Section), Hearst Center for the Arts (Museums/Art Organizations), Cedar Falls Tourism & Visitor's Bureau (Visitor Information Section), and the Cedar Falls Community Development Department (Economic Development Organizations).
- c. An amount not in excess of \$20,000 in potential Incentive Payments, if earned, as follows:
 - 1) \$1,000 per acre of new development in the Cedar Falls Industrial & Technology Parks (projects in other areas within Cedar Falls will be evaluated on a case by case basis) provided that each acre must contain 10,000 sq. ft. of building structure on average and/or
 - 2) \$1,000 per \$250,000 of new taxable value added to the Cedar Falls Industrial & Technology Parks (or other areas with Cedar Falls that will be evaluated on a case by case basis) and/or

- 3) \$1,000 per new Full Time jobs created in the Cedar Falls Industrial & Technology Parks (or other areas within Cedar Falls that will be evaluated on a case by case basis) provided the jobs have an hourly starting wage of at least \$15.37 for FY20 and/or
- 4) GCV will provide the following information in writing to the City on a quarterly basis to show all efforts made to promote Cedar Falls, broken down into categories for (a) companies solicited by GCV to locate in Cedar Falls, (b) companies GCVA contacted to expand operations in Cedar Falls, and (c) inquiries received by GCV from companies for marketing materials or about available sites or buildings: number of initial calls, contacts, leads, prospects, conferences attended to present marketing about Cedar Falls, databases organized and/or posted on websites for providing relevant information about Cedar Falls, other efforts made to network, form relationships and/or subscribe to services, and material responses to requests for information. Based on the documentation submitted by GCV, the City, at its sole discretion, will evaluate the quarterly performance of GCV and may provide Quarterly Performance Payments up to \$5,000 to GCV, with a total maximum not to exceed to \$20,000. Quarterly Performance Payments are subject to City Council approval.

In addition, items that GCV staff leads and influences including talent development efforts that directly benefit Cedar Falls companies, innovation and startup assistance in Cedar Falls, and contribution to the entrepreneur ecosystem in Cedar Falls including support for the Future Forward Cedar Falls 2025 Strategic Plan in those areas the GCV is identified can be considered for incentive funding, subject to City Council approval.

Work completed by the GCV on a specific project that does not locate in Cedar Falls, does not proceed, or falls under the support capacity items noted in the prior paragraph, will be documented by the GCV and submitted to the City for incentive payment consideration by the City as part of the performance report. Item #5 b (4) is not intended to provide funding for projects or programs that are part of Section 4 Description of Project.

The incentive payments identified in Paragraph 5-b will be provided only if GCV can establish a causal relationship between its activities and the economic development for which it proposes to be paid the incentive payments. The incentive payments, if earned, shall be paid on December 31, 2019, and June 30, 2020.

Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this Paragraph.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The GCV shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining the GCV's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 8.

7. **Salaries.** A portion of the City's grant, as outlined in Paragraph 5, may provide funding for a portion of the salaries and employee benefits described in the application. City payment of a portion of the program's salary and benefit expenses shall not make the City responsible or liable for any employee. All employment-related claims made by a GCV employee or against a GCV employee by others will be borne by the GCV.

8. **Request for Payment.** All requests for payment or reimbursement shall be submitted by GCV to the City on a biannual basis, specifically December 31, 2019, and June 30, 2020. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above and upon receipt of the Report on Project Results required in Paragraph 9. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

9. **Report on Project Results.** GCV agrees to provide the City with a written summary documenting the results of the Project on at least a biannual basis, specifically no later than November 1, 2019, and May 1, 2020. Such report shall include without limitation:

- a. Details of external marketing efforts, including, but not limited to: the number of initial calls, contacts, leads, prospects, initial proposals, follow up responses to requests for information, and a status update of ongoing economic development projects in Cedar Falls;
- b. The number of acres of new development in the Cedar Falls Industrial & Technology Parks or other areas within Cedar Falls (each acre must contain 10,000 sq. ft. of building structure on average);
- c. The amount of new taxable value added to the Cedar Falls Industrial & Technology Parks or other areas within Cedar Falls; and
- d. The number of new Full Time jobs created in the Cedar Falls Industrial & Technology Parks or other areas within Cedar Falls (each FTE job must have an hourly starting wage of at least \$15.37 for FY20).
- e. Talent development efforts that directly benefit Cedar Falls companies, coworking space, innovation and startup assistance in Cedar Falls, and contribution to the entrepreneur ecosystem in Cedar Falls including support for the Future Forward Cedar Falls 2025 Strategic Plan.

10. **Return of Funds.** In the event GCV does not use funds for the intended purpose(s) or in the event GCV does not comply with the reporting requirements of Paragraph 9 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2020.

11. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and

that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the GCV from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

12. **Recipient Board.** The Recipient Board, Grow Cedar Valley Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement. The Mayor will represent the City of Cedar Falls on the Board.

13. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, telegram, or in person to the authorized official of the other party who executed this agreement.

14. **Liability.** GCV and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

15. **Legal Expenses.** The GCV agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to GCV's performance, or the performance of GCV's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of the GCV.

16. **Terms of Agreement Control Over Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of GCV's Application describing the Project, which is inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

17. **Entire Agreement.** This Agreement, together with the Application, to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

18. **Term of Agreement.** This Agreement covers the period from July 1, 2019 through and including June 30, 2020.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Grow Cedar Valley

City of Cedar Falls, Iowa

By: _____

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, Planner II
DATE: June 26, 2019
SUBJECT: Rental to Single Family Owner Conversion Incentive Program: 2322 Clay Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single family owner occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

Joel and Laura Meyers are in the process of purchasing and moving into 2322 Clay Street. The new owners have submitted an application, attached, to be considered for the Rental to Single Family Owner Conversion Incentive Program. The property is currently a two unit conversion which the applicants plan to convert back into a single unit. This property meets the requirements of the program: has been utilized as a rental since 2007, falls within the program's geographical boundaries, is Zoned R-2, and is located in a block with less than 75% rentals.

Joel and Laura Meyers are proposing to use funds from the program to replace all windows on the house, install new siding, raise and level the sidewalk, replace the garage doors, install a fence, and landscape. Based on the submitted bids from Lowe's, B.C. Construction, and Christie Door Company the actual cost of the improvement listed is \$33,309.07.

The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000.00 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold prior to the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. This approval is subject to the property passing a major system evaluation (city inspection) and closing documents being provided.

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Sheetz, Community Development Director; Karen Howard, Planning & Community Services Manager

This instrument was drafted by: Iris Lehmann, Community Development Department,
City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

LIEN NOTICE AND SPECIAL PROMISSORY NOTE

Account No. 101-2245-44-89.79 Amount \$10,000.00

Date: _____

RE: Property located at: 2322 Clay Street
and legally described as NORMAL ADDITION LOT 10 BLK 15

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Joel Meyers and Laura Meyers (hereinafter referred to as "Owner"), under the a Rental to Owner Conversion Program, which Program requires that an encumbrance be placed upon the above-described Property, upon the terms and conditions set forth below.

IT IS AGREED by the Owner as follows:

FOR VALUE RECEIVED, the undersigned Owner, jointly and severally promises to pay to the order of the City of Cedar Falls, Iowa, or its successors or assigns (hereinafter the "City"), the sum of ten thousand and 00/100 Dollars (\$10,000.00) (hereinafter the "Loan"), as follows:

- A. If the Property is sold or transferred within twelve (12) months of the date of this agreement, one hundred (100) percent of the Loan shall become due and payable to the City;
- B. If the Rehabilitated Property is sold or transferred any time between the 13th and 24th month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;
- C. If the Rehabilitated Property is sold or transferred any time between the 25th and 36th month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City;
- D. If the Rehabilitated Property is sold or transferred any time between the 37th and 48th month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City;

- E. If the Rehabilitated Property is sold or transferred any time between the 49th and 60th month from the date of this agreement, twenty (20) percent of the Loan shall become due and payable to the City:
- F. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;
- G. Owner shall own and occupy the Property as the Owner's principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner's principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.
- H. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, "medical circumstances beyond the reasonable control of the Owner" shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner's medical doctor as more suitable for the health and care of the Owner.

 Joel Meyers
 OWNER

 Laura Meyers
 OWNER

STATE OF IOWA)
) ss:
 COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the ____ day of _____, 2019, Joel Meyers and Laura Meyers.

 Notary Public in and for the State of Iowa



DEPARTMENT OF COMMUNITY DEVELOPMENT
RENTAL TO OWNER CONVERSION INCENTIVE PROGRAM APPLICATION

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Property's Address: 2322 CLAY ST

Property Zoning (circle one): R1 , R2 , Other

Name of Applicant: JOEL + LAURA MEYERS

Applicant's Email: j+meyers68@gmail.com Daytime Phone #: 319 4243343

Current Deed Holder or Contract Buyer: LK RENTALS

Mailing Address of Owner (if different than above): 1915 PARK DR. CEDAR FALLS

Owner's Email: pattersonconstructionanddesign@gmail.com Daytime Phone #: 319 231-6282

Nature of improvements (specify): NEW WINDOWS, NEW SIDING, NEW GARAGE DOORS, RAISING SIDEWALK, TRIMMING TREES, FENCE,

Estimated or Actual Cost of Improvements: \$33,000

Proposed Start Date: 7/2/19 Estimated or Actual Date of Completion: 12/1/19

Lender: UICCU Daytime Phone #: 319 553-3847

Lender Address: 3409 CEDAR HEIGHTS DR. CEDAR FALLS, IA

Applicants Signature: [Signature] Laura Meyers Date: 6/20/19

Name (Printed): JOEL MEYERS Laura Meyers

FOR CITY USE ONLY

Table with 2 columns: CITY COUNCIL and ASSESSOR. Rows include Application Approved / Disapproved, Reason (if disapproved), Date, Resolution No., Attested by the City Clerk, Present Assessed Value of Structure, Assessed Value with Improvements, Eligible or Non-eligible for Tax Abatement, Assessor, and Date.

Joel and Laura Meyers
2617 Feather Run Trail
Cedar Falls, IA 50613
June 20, 2019

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Dear City Council Members:

We built our current home in 2015 after moving to Cedar Falls from Reinbeck, where we lived for 18 years. We love living in Cedar Falls with all the activities and current revitalization of the downtown area.

After living in a new home for a few years with no projects, we began to look for an older home in Cedar Falls that we could restore. We have restored and remodeled the other three houses we lived in and enjoy the process. Our realtor, Dave Woods, notified us of the Rental To Owner Conversion Incentive Program during our house search. We were excited about the prospect of restoring an older rental home back into a single-family home and looked at several rentals in the target area.

We found exactly what we were looking for in 2322 Clay St., so we purchased the home and are closing on July 2. The home has been a rental home for many years and needs attention in different areas. This includes siding the home and garage, replacing the inefficient double storm windows they currently have installed throughout the home, replacing the damaged garage doors, installing a fence, raising a sinking sidewalk, trimming trees and bushes, and landscaping around the home.

We plan to begin our restoration on July 2 and have already ordered a dumpster to be delivered and having three of our children are coming home to help us that week to help start some of the repairs.

Enclosed is a summary, photos and bids on the exterior improvements we are planning. We have obtained several bids are in the process of scheduling the work to be done. Our goal is to have the exterior work done within six months.

Please consider our application for the grant to assist in some of these repairs. We are excited to begin this process and look forward to working with the City on improving the older areas of town.

City Council Members
June 20, 2019
Page 2

Sincerely,

Joel and Laura Meyers

2019-06-09-1706-1

Improvements

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
11. R&R Siding - vinyl Replace vinyl siding on garage	721.00 SF	3.72	71.16	2,753.28	<0.00>	2,753.28
7. R&R Siding - vinyl Replace siding on house	2,070.00 SF	3.72	204.31	7,904.71	<0.00>	7,904.71
9. R&R House wrap (air/moisture barrier) Replace wrap on house	2,070.00 SF	0.29	21.74	622.04	<0.00>	622.04
12. R&R House wrap (air/moisture barrier) House wrap on garage.	721.00 SF	0.33	7.57	245.50	<0.00>	245.50
13. 16' garage door with windows per Christie	1.00 EA	1,845.00	129.15	1,974.15	<0.00>	1,974.15
14. 9' garage door with windows per Christie	1.00 EA	1,157.00	80.99	1,237.99	<0.00>	1,237.99
15. Raise and level sidewalk leading to front door per B. C. Construction	1.00 EA	550.00	0.00	550.00	<0.00>	550.00
16. Replace double storm windows with replacements per Lowes bid	1.00 EA	15,300.00	0.00	15,300.00	<0.00>	15,300.00
17. Install fence along back driveway per Lowes bid	1.00 EA	2,170.00	0.00	2,170.00	<0.00>	2,170.00
18. Tree - tear out and disposal - under 12" diameter Remove dead tree and dead bushes	1.00 EA	248.52	0.00	248.52	<0.00>	248.52
19. Tree - removal and disposal - per hour including equipment Trim trees and bushes	6.00 HR	50.48	0.00	302.88	<0.00>	302.88
Totals: Improvements			514.92	33,309.07	0.00	33,309.07
Line Item Totals: 2019-06-09-1706-1			514.92	33,309.07	0.00	33,309.07

Grand Total Areas:

5,154.43 SF Walls	1,746.83 SF Ceiling	6,901.26 SF Walls and Ceiling
1,774.94 SF Floor	197.22 SY Flooring	727.73 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	652.19 LF Ceil. Perimeter
1,774.94 Floor Area	1,900.75 Total Area	4,687.57 Interior Wall Area
2,394.39 Exterior Wall Area	231.11 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Installation Proposal – Windows

Date: 06/11/19

Store #	1712	Sales Specialist	E. Webber
Customer Name	Joel Meyers	License #	
2nd Contact Name		Home Phone	(319) 429-3343
Job Site Address	2322 Clay St.	Work/Cell Phone	
City, State and Zip	Cedar Falls, Ia 50613	Customer Email	

Preparation:
 Pre-installation inspection
 Provide appropriate protection to home during installation
 Obtain and post any necessary permits \$265⁰⁰
 Dedicated project support staff will be in contact with you every step of the way

Additional Considerations:
 Install new interior casing
 Install new exterior trim
 Install new exterior wrap (trim coil)
 Custom work:
 Install new PVC stops

Installation:
 Remove and haul away existing windows
 Check existing windows for leaks and evidence of pest infestation
 Install new windows and window accessories, including required caulk, stops, and fasteners

Clean-up/Final Inspection:
 Complete final cleanup and haul away all job related debris
 Test product and perform complete inspection with customer

Notes & Product Description

Furnish & install
 (17) Pella 250 vinyl replacement windows
 (11 of 17 on upper floor)
 * Landing window/tempered glass
 * Family picture window/new construction (plus 1)
 * 18 windows Total

Total Investment

\$15,300.⁰⁰

All installation services are guaranteed by Lowe's labor warranty. Additional charges may apply for permit fees. Professional installation available through independent contractors licensed and registered where applicable. License numbers and certifications held by or on behalf of Lowe's Home Centers, LLC and/or Lowe's Home Centers, Inc.: AL #B187; AK #39289; AR #0037290514; AZ #ROC291645; CA #991832, Bond #106055877; CT #HIC0639387, #MCO.0903044; DE #1993102010; FL #CCC1326824, #CGC1508417, #CRC1327732, #FRO4517; GA #RBCO05306; HI #C-33489; IL #104014837; KS-Arkansas City #R-2010-0036, Wichita #5495, Johnson County #2012-6366; KY-Lexington #11562; IA #C110383; ID #RCE-38637; IN-Hammond #017105-02; LA-#LMP2481, #CBC#16533, #554408; MA #148688, #35194; MD #91680-22; MI #2102144445; MN #BC629859; MS #R17568; MT #161006; NC #70220; ND #30316; NE #23319; NM #382385; NY-New York City #1291730, #1291733, #1375178, #1351065, Nassau #H1777890000, #H1777890100, #H1777890200, Suffolk #43906-H, #48295-ME, #44066-MP, #41444-HF, Buffalo #556853, Putnam #PC2742-A, Tonawanda #CN0391, Rockland #H-11092-B6-00-00, Westchester #WC-23319-H10; NV#0079079; OH-Columbus #G5872, #HIC4565, Lancaster #500596, Warren #4266; OK #48191, 80000341, 002337; OR #202237; PA-Sunbury #751, Johnstown #0467; RI #20575; SC #G116664G118696; TN #64743, #3070; TX #TACLB24674E, #EC-29349; UT #9002087-5501; VA #2701036596A; WA #LOWESHCB63DH; WV #WV014656; and WI #1133309. License number(s) and certifications may be subject to change in accordance with local or state government processes. For the most current listing of license numbers and certifications held by or on behalf of Lowe's Home Centers, LLC and related entities, please visit <http://www.lowes.com/licensenumbers>.

IMPORTANT: This is an estimate only. This estimate is subject to change and does not bind you or Lowe's. This estimate is not a contract nor will it modify any future contract you may sign with Lowe's for the installation services. You may accept this proposal only by signing the appropriate Exterior Solutions Installed Sales Contract with Lowe's and making payment according to the terms and conditions therein. (Estimate good for 30 days). Installation fees will be and additional charges may be based on total product required to fulfill order (including waste), which exceeds actual area square footage. If you would like to discuss the measurements or would like a copy of this document, please contact the Lowe's Store Associate. Please review your contract carefully for all charges prior to signing.



Installation Proposal - Fencing

Date: 04/13/19

Store #	1712	Sales Specialist	E. Weber
Customer Name	Joel Meyers	License #	
2nd Contact Name		Home Phone	(319) 429-3343
Job Site Address	2322 Clay St.	Work/Cell Phone	
City, State and Zip	Cedar Falls, Ia	Customer Email	

Preparation: <input checked="" type="checkbox"/> Pre-installation inspection <input checked="" type="checkbox"/> Provide appropriate protection to home during installation <input checked="" type="checkbox"/> Obtain and post any necessary permits 2500 <input type="checkbox"/> Dedicated project support staff will be in contact with you every step of the way	Additional Considerations: <input type="checkbox"/> Clear fence line <input type="checkbox"/> Add tension wire or wire mesh <input type="checkbox"/> Remove/haul away old fencing material <input type="checkbox"/> Custom work:
Installation: <input type="checkbox"/> Mark and prepare post hole locations <input type="checkbox"/> Install posts and backfill holes with concrete <input type="checkbox"/> Install fence material, including gates, hardware, and fasteners	Clean-up/Final Inspection: <input checked="" type="checkbox"/> Complete final cleanup and haul away all job related debris <input checked="" type="checkbox"/> Test product and perform complete inspection with customer

Notes & Product Description

New fence to be installed to the following grade specification (circle one):

Stepping

Racking

Straight

Furnish & Install

Approx 55 LF vinyl picket

(1) 6' walk gate

4x8 Kenwick fence

(straight or scalloped)

Total Investment	\$2170.00
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All installation services are guaranteed by Lowe's labor warranty. Additional charges may apply for permit fees. Professional installation available through independent contractors licensed and registered where applicable. License numbers and certifications held by or on behalf of Lowe's Home Centers, LLC and/or Lowe's Home Centers, Inc.: AL #8187; AK #39289; AR #0037290514; AZ #ROC291645; CA #991832, Bond #106055877; CT #HIC0639387, #MCO.0903044; DE #1993102010; FL #CCC1326824, #CGC1508417, #CRC1327732, #FRO4517; GA #RBC0005306; HI #C-33489; IL #104014837; KS-Arkansas City #R-2010-0036, Wichita #5495, Johnson County #2012-6366; KY-Lexington #11562; IA #C110383; ID #RCE-38637; IN-Hammond #017105-02; LA-#LMP2481, CBC#16533, #554408; MA #148688, #35194; MD #91680-22; MI #2102144445; MN #BC629859; MS #R17568; MT #161006; NC #70220; ND #30316; NE #23319; NM #382385; NY-New York City #1291730, #1291733, #1375178, #1351065, Nassau #H1777890000, #H1777890100, #H1777890200, Suffolk #43906-H, #48295-ME, #44066-MP, #41444-HF, Buffalo #556853, Putnam #PC2742-A, Tonawanda #CN0391, Rockland #H-11092-86-00-00, Westchester #WC-23319-H10; NV#0079079; OH-Columbus #G5872, #HIC4565, Lancaster #500596, Warren #4266; OK #48191, 80000341, 002337; OR #202237; PA-Sunbury #751, Johnstown #0467; RI #20575; SC #G1.16664G118696; TN #64743, #3070; TX #TACL824674E, #EC-29349; UT #9002087-5501; VA #2701036596A; WA #LOWESHCB83DH; WV #WV014656; and WI #1133309. License number(s) and certifications may be subject to change in accordance with local or state government processes. For the most current listing of license numbers and certifications held by or on behalf of Lowe's Home Centers, LLC and related entities, please visit <http://www.lowes.com/licensesnumbers>.

IMPORTANT: This is an estimate only. This estimate is subject to change and does not bind you or Lowe's. This estimate is not a contract nor will it modify any future contract you may sign with Lowe's for the installation services. You may accept this proposal only by signing the appropriate Exterior Solutions Installed Sales Contract with Lowe's and making payment according to the terms and conditions therein. (Estimate good for 30 days). Installation fees will be and additional charges may be based on total product required to fulfill order (including waste), which exceeds actual area square footage. If you would like to discuss the measurements or would like a copy of this document, please contact the Lowe's Store Associate. Please review your contract carefully for all charges prior to signing.

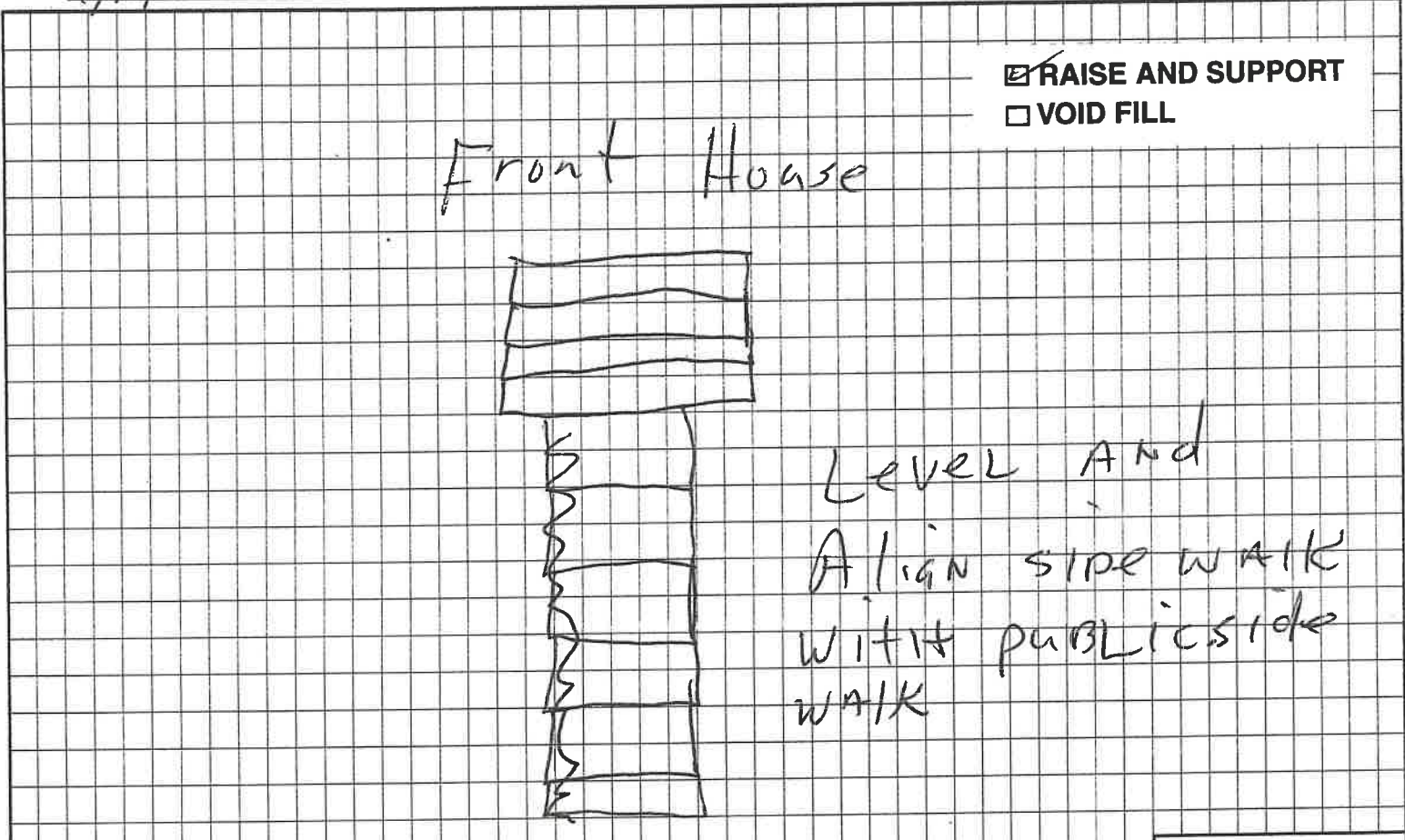
B.C. Construction

CONCRETE RAISING

Raising Concrete to New Heights!

PO Box 594 • Cedar Falls, IA 50613 • 319-269-1313

Name Joel Myers
 Street 2322 CLAY STREET
 City Cedar Falls State IA Zip 50613
 Phone Number 319-429-3343
 Date 6/10/2018



- 40-75 ft. hose
- 75-100 ft. hose
- Vacuum

Please sign and date below and send top page back to address above. Thank you!

Amount 550⁰⁰

TERMS: Due Upon Completion
 Respectfully submitted by Andy

Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation & Public Liability Insurance on above work to be taken out by B.C. Construction. B.C. Construction is not responsible for damage to plumbing or electrical, cracks in floor or walls or any damage which has occurred or might occur as a result of the settling or mudjacking process. Price is subject to change, with customer(s) approval, if hollow under slab is greater then anticipated.

On concrete over 10 years old, B.C. Construction will repump once, in a one year period, if necessary, any areas that have resettled more than a 1/4". A repump constitutes using the same holes. There may be a service fee applied for the truck to return for a repump not covered under the limited guarantee or any other reason. This guarantee does not include patches applied to or placed between slabs. This guarantee is void if the customer does not seal all cracks and joints on the slabs or maintain backfill along the slabs involved or if resettling occurs as a result of flooding or other acts of God.

ACCEPTANCE OF PROPOSAL

I understand that any failure to pay as and when required by this contract, all guarantees contained herein will be void and I will pay all cost of collection reasonable attorney's fees and court cost, and 1-1/2% interest after 30 days. The above prices, specification and conditions are satisfactory and are hereby accepted. B.C. Construction is authorized to do the work specified.

CHRISTIE DOOR COMPANY
1905 STATE ST. CEDAR FALLS, IOWA 50613
(319) 266-1627 (800) 266-1627 FAX (319) 266-7856

Quote #19613

CHRISTIEGARAGEDOOR.COM

NAME Joel Meyers 2322 Clay St Cedar Falls, IA 50613	Phone 319-429-3343 Cell Fax E-Mail jtmeyers68@gmail.com	DATE June 13, 2019
--	--	--------------------

JOB NAME

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

1 - 16'0" wide x 7'0" high HAAS, MODEL 2580L OVERHEAD DOOR

- * 25 Gauge galvanized steel front with vinyl back
- * 2" Polystyrene insulation
- * 7.45 'R' Value
- * White baked enamel finish
- * Short raised style panels with woodgrain texture
- * No windows
- * Normal headroom T-12 track
- * Hook up operator
- * 2 trusses
- * Haul old door

INSTALLED **\$1,197.00 + TAX**
Standard window option add **\$389.00 + TAX**

1 - 9'0" wide x 7'0" high HAAS, MODEL 2580L OVERHEAD DOOR

- * 25 Gauge galvanized steel front with vinyl back
- * 2" Polystyrene insulation
- * 7.45 'R' Value
- * Same details as above

INSTALLED **\$749.00 + TAX**
Standard window option add **\$195.00 + TAX**

1 - 16'0" wide x 7'0" high HAAS MODEL RMT 680 OVERHEAD DOOR

- * 1-3/8" Polyurethane insulation
- * Thermal break seals
- * 13.45 'R' Value
- * Same details as above

INSTALLED **\$1,356.00 + TAX**
Standard window option add **\$489.00 + TAX**

1 - 9'0" wide x 7'0" high HAAS MODEL RMT 680 OVERHEAD DOOR

- * 1-3/8" Polyurethane insulation
- * Thermal break seals
- * 13.45 'R' Value
- * Same details as above

INSTALLED **\$912.00 + TAX**
Standard window option add **\$245.00 + TAX**

***TO PLACE ORDER, PLEASE SIGN AND EMAIL BACK ALONG WITH 1/2 DEPOSIT
 THANK YOU JOEL**

WE PROPOSE HEREBY TO FURNISH MATERIALS & LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR THE SUM OF: As Listed Above PAYMENT TO BE MADE AS FOLLOWS: Upon Completion

AUTHORIZED SIGNATURE Brandon Rogers NOTE: This proposal may be withdrawn by us if not accepted within 30days.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

DATE OF ACCEPTANCE _____ SIGNATURE _____

"QUALITY PRODUCTS, PROFESSIONALLY INSTALLED"

1 1-001
Date Taken: 6/13/2019

Replacement of windows that are currently just two storm windows.



2 2-002
Date Taken: 6/13/2019

Replacement of windows that are currently just two storm windows.



3 3-003
Date Taken: 6/13/2019

Replacement of windows that are currently just two storm windows.



4 4-004
Date Taken: 6/13/2019

Two storm windows.



5 5-005

Date Taken: 6/13/2019

Replacement of picture window with casings due to deteriorated condition



6 6-006

Date Taken: 6/13/2019

Replacement of picture window with casings due to deteriorated condition



7 7-007

Date Taken: 6/13/2019

Replacement of picture window with casings due to deteriorated condition



8 8-008

Date Taken: 6/13/2019

Two storm windows



9 9-009
Date Taken: 6/13/2019

Two storm windows



10 10-010
Date Taken: 6/13/2019

All windows in this room are two storm windows. No tempered glass.



11 11-011

Date Taken: 6/13/2019

All windows in this room are two storm windows. No tempered glass.



12 12-012

Date Taken: 6/13/2019

All windows in this room are two storm windows. No tempered glass.



13 13-013

Date Taken: 6/13/2019

All windows in this room are two storm windows. No tempered glass.



14 14-014

Date Taken: 6/13/2019

Vinyl picket fence to be installed along driveway with gate.



15 15-015
Date Taken: 6/13/2019

Bushes to be trimmed up and vol



16 16-016
Date Taken: 6/13/2019

Bushes to be trimmed up



17 17-017

Date Taken: 6/13/2019

Garage doors to be replaced with insulated doors



18 18-018

Date Taken: 6/13/2019

Garage doors damaged at bottom



19 19-019
Date Taken: 6/13/2019

Damaged doors



20 20-020
Date Taken: 6/13/2019



21 21-021
Date Taken: 6/13/2019

Garage



22 22-022
Date Taken: 6/13/2019

Trees to be trimmed



23 23-023
Date Taken: 6/13/2019

Trees to be trimmed



24 24-024
Date Taken: 6/13/2019

Sidewalk to porch to be raised and leveled. House siding was damaged by grill. We are planning to reside the entire home.





DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

INTEROFFICE MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: David Sturch, Planner III
DATE: June 26, 2019
SUBJECT: Local Match Resolution for Northern Cedar Falls Flood Buyout Program

City staff submitted a notice of intent (NOI) to the Iowa Department of Emergency Management for a Hazard Mitigation Grant for property buyouts. This is a pre-disaster grant that will help mitigate future flood damage claims on private property. Over the past few months, staff identified a list of properties that are located in areas of previous buyouts and if the property owner expressed any interest in the past for a buyout. In total, 32 notices were mailed and 15 were signed and returned to this office. These 15 property owners have expressed an interest in a buyout offer.

Currently, staff is moving forward in the process to complete the Hazard Mitigation Grant process for property buyouts. As noted, the project will involve the potential acquisition of up to seventeen (15) properties in the floodplain district of northern Cedar Falls. These acquisitions are voluntary. Any funding provided through the Hazard Mitigation Grant Program has a required financial contribution from the City of 15% of the total award amount. The remaining contribution is provided by FEMA (75%) and the State of Iowa (10%).

Based on the projected award amount of \$1,622,297 for the total project cost, the City will agree to provide and make available up to \$259,080 of local monies to meet the 15% match requirement for the grant application. FEMA will contribute 75% and the State will contribute 10% of the project total. A FEMA requirement of the grant application is that the City adopt the attached resolution recognizing this cost sharing breakdown of the grant program. The City currently has \$260,000 available in the CIP for property/flood buyout, which would fund the City's 15% share towards this program.

Once the City's Hazard Mitigation Grant application is submitted, staff anticipates approval within 30-45 days. Offers to homeowners would be anticipated to be made mid/late Summer 2019 with initial demolitions to start Winter/Spring 2020.

The Department of Community Development recommends that City Council approve the local match resolution for the Hazard Mitigation Grant Program. If you have any questions, please contact the Community Development Department.

LOCAL MATCH RESOLUTION # _____
FOR THE
HAZARD MITIGATION GRANT PROGRAM

WHEREAS, City of Cedar Falls (hereinafter called "the Subgrantee"), County of Black Hawk, has made application through the Iowa Homeland Security and Emergency Management Division (HSEMD) to the Federal Emergency Management Agency (FEMA) for funding from the Hazard Mitigation Grant Program, in the amount of \$ 1,622,297 for the total project cost,

and

WHEREAS, the Subgrantee recognizes the fact that this grant is based on a cost share basis with the federal share not exceeding 75%, the state share not exceeding 10% and the local share being a **minimum** of 15% of the total project cost. The **minimum** 15% local share can be either cash or in-kind match.

and

THEREFORE, the Subgrantee agrees to provide and make available up to \$259,080.00 (two hundred fifty-nine thousand and eighty _____ dollars) of local monies to be used to meet the **minimum** 15% match requirement for this mitigation grant application.

The resolution was passed and approved this _____ day of _____, 2019.

Signatures of Council or Board Members:

Council Member Mark Miller, 1st Ward

Council Member Frank Darrah, 5th Ward

Council Member Susan deBuhr, 2nd Ward

Council Member Rob Green, At Large

Council Member Daryl Kruse, 3rd Ward

Council Member David Wieland, At Large

Council Member Tom Blanford, 4th Ward

I submit this form for inclusion with the HMGP Project Application.

Jennifer Rodenbeck, Dir. Finance & Business Operations
Print Name of Authorized Representative

Authorized Representative's Signature and Date

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING SUBMISSION OF APPLICATION
AND LOCAL MATCH FOR THE HAZARD MITIGATION GRANT PROGRAM

WHEREAS, the City Council of the City of Cedar Falls, (hereinafter called “the Subgrantee”), County of Black Hawk, Iowa, has considered approving and authorizing submission of an application through the Iowa Homeland Security and Emergency Management Division (HSMED) to the Federal Emergency Management Agency (FEMA) for funding from the Hazard Mitigation Grant Program for the Northern Cedar Falls Flood Buyout Program, in the amount of \$1,622,297 for the total project cost, and

WHEREAS, the Subgrantee recognizes the fact that this grant is based on a cost share basis with the federal share not exceeding 75%, that state share not exceed 10% and the local share being a minimum of 15% of the total project cost. The minimum 15% local share can be either cash or inkind match, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize submission of said application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that said Grant Application is hereby approved and authorized for submission and agrees to provide and make available \$259,080 of local monies to be used to meet the minimum 15% match requirement for this mitigation grant application.

ADOPTED this _____ day of _____, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: June 27, 2019

SUBJECT: 2019 Bridge Maintenance Project
Project No. BR-000-3183
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2019 Bridge Maintenance Project.

I would recommend setting Monday, July 15, 2019 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, July 30, 2019 at 2:00 p.m. as the date and time for receiving and opening bids. I would also request that the Notice to Bidders be published by July 5, 2019. The Plans and Specifications will be ready for distribution to contractors on July 5, 2019 allowing more than two (2) weeks of review before contract letting.

This project involves the repair of various items on eight (8) bridges within the City of Cedar Falls. Work will include concrete repair, mill and HMA overlay of approach pavement, replacement of expansion joints, and the repairing of bridge decks, bridge medians, and handrails.

The total estimated cost for the construction of this project is \$150,825.00. This project will be funded with Street Construction Fund.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Community Development Department.

Att:

xc: Stephanie Houk Sheetz, Director of Community Development
Chase Schrage, Principal Engineer



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
PHONE 319-273-8600
FAX 319-268-5126

MEMORANDUM
Legal Services Division

TO: Mayor Brown, City Council
FROM: Kevin Rogers, City Attorney
DATE: July 1, 2019
SUBJECT: Ordinance Amendments—Public Events

A uniform public events policy was discussed during a workshop earlier this spring and staff has been working on drafting the necessary documents to effectuate this policy.

Attached therefore please find ordinance amendments implementing this policy. By the time these Code of Ordinance amendments are adopted, staff will have prepared application forms and finalized processes to allow for immediate implementation.

What follows is a summary of the proposed amendments:

Sec. 17-197 would no longer be necessary because of changes to Sec. 17-210. By making Sec. 17-210 more generally applicable, Sec. 17-197 becomes redundant.

Sec. 17-207 would be clarified to distinguish reservation of parks for non-public events from the public event permit process now under consideration.

Sec. 17-208 would be clarified so that the use of kegs may be allowed under a public event permit.

Sec. 17-210 would be the main public event permit ordinance. Basically the Gateway Park green space ordinance was modified to make it applicable for public events. The same considerations would be in place for issuance of a public event permit as were in place for use of Gateway Park. Note that a permit application denial could be appealed to the Administration Committee of Council, similar to what is already in place for sidewalk café permits.

Sec. 19-2 would be clarified to ensure exactly what activities require a permit. Also we incorporated some of the changes suggested by MuniCode regarding parades. Finally, violation was changed from a crime to a municipal infraction.

Staff recommends approval of these proposed ordinance amendments. Thank you.

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319)273-8600

ORDINANCE NO. _____

AN ORDINANCE **(1)** AMENDING SECTION 3-42, EXEMPTIONS FROM PERMIT REQUIREMENT, OF ARTICLE II, SIGNS, OF CHAPTER 3, ADVERTISING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ENACTING A NEW UNTITLED SUBSECTION (6), OF SECTION 3-42, EXEMPTIONS FROM PERMIT REQUIREMENT; **(2)** REPEALING SECTION 17-197, PERMITS, OF ARTICLE V, PARK REGULATIONS, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA; **(3)** REPEALING SECTION 17-207, RESERVATION OF PARK AREAS AND FACILITIES, AND SECTION 17-208, POSSESSION OF BEER OR OTHER INTOXICATING LIQUOR, AND SECTION 17-210, SPECIAL EVENTS IN GATEWAY PARK GREEN SPACE, ALL OF ARTICLE V, PARK REGULATIONS, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW SECTION 17-207, RESERVATION OF PARK AREAS AND FACILITIES, NEW SECTION 17-208, POSSESSION OF BEER OR OTHER INTOXICATING LIQUOR, AND NEW SECTION 17-210, PUBLIC EVENTS ON CITY PROPERTY; **(4)** REPEALING SECTION 19-2, STREET MEETINGS; PARADES, OF ARTICLE I, IN GENERAL, OF CHAPTER 19, STREETS AND SIDEWALKS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW SECTION 19-2, RIGHT-OF-WAY, PUBLIC PARK, PUBLIC AREA MEETINGS; PARADES; AND **(5)** CONFORMING TITLES TO SUBSECTIONS, SECTIONS, DIVISIONS AND ARTICLES ACCORDINGLY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

Section 1. Section 3-42, Exemptions from Permit Requirement, of Article II, Signs, of Chapter 3, Advertising, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby amended by enacting new untitled subsection (6), of Section 3-42, Exemptions from Permit Requirement, of Article II, Signs, of Chapter 3, Advertising, as follows:

(6) Temporary signs constructed or erected in connection with a properly permitted public event, displayed for up to seven days before and one day after such public event.

Section 2. Section 17-197, Permits, of Article V, Park Regulations, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety.

Section 3. Section 17-207, Reservation of Park Areas and Facilities, and Section 17-208, Possession of Beer or Other Intoxicating Liquor, and Section 17-210, Special Events in Gateway Park Green Space, all of Article V, Park Regulations, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Section 17-207, Reservation of Park Areas and Facilities, new Section 17-208, Possession of Beer or Other Intoxicating Liquor, and new Section 17-210, Public Events on City Property, all of Article V, Park and Public Event Regulations, of Chapter 17, Parks and Recreation, are hereby enacted in lieu thereof, as follows:

ARTICLE V. PARK AND PUBLIC EVENT REGULATIONS

Sec. 17-207. Reservation of park areas and facilities.

(a) No person may be granted an exclusive non-public use of park areas or facilities unless a permit for such exclusive non-public use is first obtained from the director of community development-public works or designee and unless specifically authorized by the city council. The factors listed in section 17-210 for issuance of a public event permit shall apply to a permit required under this section. Only the following park areas and facilities may be so reserved:

- (1) A golf course.
- (2) A clubhouse.
- (3) A specific picnic shelter.
- (4) Special game facilities, including, but not limited to, sports fields and courts, aquatic center, pools, and outdoor exercise facilities.

(b) Liability of permit holder. The holder of a permit required by this section as well as any sponsoring group or organization shall be liable for any loss, damage or injury sustained by any person or entity, including the city, arising out of or resulting from the fault of the permit holder, his or her employees, servants or agents, or other persons participating in or attending the non-public event. The holder as well as any sponsoring group or organization, by acceptance of a permit, assumes full responsibility for and agrees to indemnify the city against and save it harmless from any liability arising out of or resulting from the fault of the holder, his or her employees, servants or agents, or other persons participating in or attending the non-public event.

(Code 2017, § 20-222)

Sec. 17-208. Possession of beer or other intoxicating liquor.

- (a) It shall be unlawful for any person to bring in or use or have in their possession a keg or similar container for the purpose of dispensing beer or any other intoxicating liquor not otherwise prohibited by Iowa Code § 123.46, within any park, including any access area or wildlife habitat area under the jurisdiction of the city parks and recreation commission, unless ~~either~~:

(1) Such use or possession is authorized by a liquor control license or beer permit approved by the city council, and issued by the state alcoholic beverages division under Iowa Code ch. 123, and such use is confined to a shelter or other place within a park which constitutes a "licensed premises" within the meaning of state law and which is designated for group use; ~~and~~

(2) ~~Any other necessary permits and licenses are first obtained with the director of public works and such use is confined to the Island Park Beach House located in Island Park in the city, or to the Celebration Shelter located in Gateway Park in the city.~~

(b) Any person desiring to use a shelter or building, where beer or an intoxicating liquor is to be dispensed from a keg or similar container as authorized in this section must make a prior shelter or building reservation, ~~obtain all necessary permits and licenses~~ have a designated agent for contact responsibility, and make advance payment of a reservation fee and submit a \$100.00 minimum damage deposit. The ~~city parks and recreation commission~~ has the right to retain any or all of the required deposit to cover damage to city park property. The holder of a shelter or building reservation shall be bound by and be responsible for enforcing all park rules and regulations and all applicable ordinances regarding the use of a keg, or similar container, or other rules and regulations set out in this article.

(Code 2017, § 20-223; Ord. No. 2301, § 1, 5-22-2000; Ord. No. 2422, § 1, 3-10-2003)

Sec. 17-210. PublicSpecial events on City propertyin Gateway Park green space.

(a) ~~Persons who wish to use city owned, occupied or controlled areas or facilities for public events must first obtain a permit as described in this section from the director of finance and business operations or designee.~~ Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

~~Director means the director of municipal operations and programs or designee.~~

~~City council means the city council of Cedar Falls, Iowa.~~

~~Property means the approximately 3.8 acres of green space to the east of Gateway Park, legally described as:~~

~~GRAMS PLAT LOT 5 ALL LOT 18 EXC BEG AT SE COR LOT 18 TH N ALONG E LINE LOT 18 DIST 231.43 FT TH SWLY 302.89 FT TO PT ON W LINE LOT 18 WHICH IS 215.42 FT N OF SW COR THEREOF TH S ALONG W LINE LOT 18 215.42 FT TO SW COR TH E 303.14 FT ALONG S LOT LINE TO PT OF BEG; and~~

~~GRAMS PLAT ALL LOT 19 EXC BEG AT SE COR LOT 19 TH NLY ALONG E LOT LINE DIST 215.42 FT TH NWLY 152.04 FT TO PT ON W LINE LOT 19 WHICH IS 222.63 FT NLY OF SW COR THEREOF TH SLY ALONG W LOT LINE 222.63 FT TO SW COR LOT 19 TH ELY ALONG S LOT LINE DIST OF 151.78 FT TO PT OF BEG.~~

(b) The director may adopt and enforce rules and regulations to protect and preserve the rights, privileges and property of the city or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents. The director may post signs ~~on the property~~ setting forth rules and regulations and directional signs.

(c) The director, upon receiving a completed permit application, shall provide a copy of the application to appropriate city personnel who shall provide comments as to the following factors: ~~the fire chief and the police chief. The director shall issue a recommendation on the permit application, with written comments from the police operations and fire operations divisions, and evaluate the following:~~

(1) The applicant has complied with all of the requirements of this Code and any rules or regulations promulgated thereunder;

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- (2) The proposed event will not substantially or unnecessarily interfere with traffic in the area;
- (3) The proposed event will not substantially or unnecessarily interfere with any publicly managed infrastructure project;
- (4) The concentration of persons or things at the event will not prevent proper fire and police protection or ambulance service;
- (5) That the proposed event or use of the property will not unreasonably interfere with or detract from the general public enjoyment of the property;
- (6) That the proposed event and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation;
- (7) That the property has not been reserved for other use at the time requested in the application;
- (8) That the proposed event will not entail unusual, extraordinary or burdensome expense to the city;
- (9) The applicant and group have complied with any required permits or licenses required for the activity on the property.

(d) The application for an ~~overnight~~ permit required in this section shall include, in the discretion of the director, information reasonably calculated to allow the director to determine the appropriateness of a permit, considering the factors set forth in subsection c of this section. The director or designee shall determine whether a permit shall be issued., -but not be limited to, the following information:-

- ~~(1) Name and address of the group/organization requesting the permit;~~
- ~~(2) Name and address of the contact person for the group;~~
- ~~(3) Approximate number of people attending the event;~~
- ~~(4) Description of the event;~~
- ~~(5) Name of any vendors that may be on the property;~~
- ~~(6) Any requests for additional services such as garbage receptacles;~~
- ~~(7) Number of nights for the event, up to a maximum of 14 days.~~

~~(e) The factors listed in subsection c of this section shall also apply to a permit application under section 17-207 of this article.~~

~~(f) The permit required in this section is in addition to and not in lieu of any other license or permit required in this Code.~~

~~(g) The director shall issue or deny a permit provide a written recommendation to the city council within ~~thirtyseven~~ days of submission of the permit application.~~

~~(h) In the event of denial of the permit application, the applicant shall have 10 days to appeal such denial to the administration committee of the city council. The administration committee shall hold a hearing on the appeal in person or upon written submission, within 21 days of the filing of the appeal with the city clerk. The applicant shall be notified in writing of the date, time and place of the hearing. The administration committee shall afford the applicant the opportunity to present information in support of the application. Within 10 days of the hearing, the administration committee shall issue its written decision, which may affirm or reverse the decision of the director, or affirm the application subject to certain conditions. The decision of the administration committee shall be final. The city council shall consider the application request at the next regularly scheduled city council meeting, with the application being acted upon no later than 21 days from the receipt of the application by the director. The city council may approve the application as requested, may approve the application with conditions or changes, or deny the application. The city council may approve a maximum of 14 for the event, and upon request by the applicant, the city council may approve an additional 14 day extension for the event.~~

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- (ig) Revocation of permit. The permit ~~to use the property~~ may be revoked without notice if the director, the chief of police, or fire chief have cause to believe anyone participating in the public event using the property has committed any one or more of the following acts or if the following conditions occur:
- i. violated any local, state or federal laws;
 - ii. violated the terms of any permit issued;
 - iii. violated the rules or regulations of the area or facility; or
 - iv. that the public order or the health or safety of the public would be at risk if the use continued on the property.
- (jh) The applicant or sponsoring group/organization and all individual participants shall be required to have been approved for any local, state or federal licenses or permits that are required for the activities intended to be conducted pursuant to the permit on the property.
- (ki) ~~In addition to any other~~Any and all appropriate city departments are, the department of municipal operations and programs is authorized to inspect the publicspecial event and may issue citations for any violation of this Code or any regulations pertaining to the operation of the publicspecial event.
- (lj) The director, after consultation with other appropriate departments, shall have the authority to promulgate such forms, rules and regulations that the director determines are necessary or desirable for the implementation of this section. The forms, rules and regulations shall be available for inspection by the public.
- (mk) Liability of permit holder. The holder of a permit required by this article as well as any sponsoring group or organization shall be liable for any loss, damage or injury sustained by any person or the city arising out of or resulting from the faultnegligence of the permit holder, his or her employees, servants or agents, or other persons participating in or attending the public evententitled to the use of the property by the holder. The holder as well as any sponsoring group or organization, by acceptance of a permit, assumes full responsibility for and agrees to indemnify the city against and save it harmless from any liability arising out of or resultingarising from the faultnegligence of the holder as well as any sponsoring group or organization, and their his employees, servants or agents, or other persons participating in or attending the public evententitled to the use of the property by the holder.
- (n) The director may impose insurance requirements on the issuance of a permit under this section in order to minimize the liability of the city for injury or damage connected to or arising out of the public event.

(Code 2017, § 20-225; Ord. No. 2763, § 1, 4-23-2012)

Section 4. Section 19-2, Street Meetings; Parades, of Article I, In General, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and new Section 19-2, Right-Of-Way, Public Park, Public Area Meetings; Parades, of Article I, In General, of Chapter 19, Streets and Sidewalks, is hereby enacted in lieu thereof, as follows:

Sec. 19-2. Right-of-way, public park, public areaStreet meetings; parades.

- (a) It shall be unlawful for any person to hold public meetings of any character or description upon any public right-of-waystreet of the city, or in any public park or areathereof under the controljurisdiction of the city, without a permit being first secured as set forth in this section, or for any person to congregate about or upon any public right-of-waystreet of the city so as to obstruct public travel or

~~city services~~the streets of the city, or for any person to parade or march upon ~~any~~the streets or public right-of-way of the city without a permit being first secured as set forth in this section.

- (b) Public meetings may be held on public right-of-ways~~the streets~~ of the city and in public parks or other public areas, and parades or marches may be held in~~upon the streets of~~ the city by a person first obtaining from the ~~council of the~~ city a written permit as described in section 17-210, ~~which permit in the case of public meetings shall designate the character of such meeting, the place where such meeting is to be held and the person under whose charge the meeting is to be held. In the case of parades or marches, the permit shall state the time, manner and proposed route of such parade and under whose charge the parade or march is being conducted. No such meetings, parades or marches shall be held in a manner or way calculated to obstruct or interfere with public travel on the streets of the city or with free egress from city fire stations. This section is not intended to apply to funeral processions, students engaged in educational activities under the direct supervision of proper school authorities, or governmental agencies acting within the scope of their functions; .~~
- (c) Any person violating any provision of this section, or who holds, conducts, manages, directs or has charge of a public meeting, parade or march otherwise than in accordance with the terms of the written permit issued as provided in this section, shall be guilty of a municipal infraction, punishable as provided in section 1-9 of this Code~~misdemeanor~~.

(Code 2017, § 23-3)

Daily Invoices for Council Meeting 7/1/19

PREPARED 06/27/2019, 12:44:20
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 12/2019

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-1118-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)								
2079		12/19 AP		05/13/19	0393098	GAINES, RON	181.54	06/27/19
						RMB:MILEAGE-3/7-5/13/19		
2079		12/19 AP		03/01/19	0393098	GAINES, RON	180.38	06/27/19
						RMB:MILEAGE-1/3-3/1/19		
ACCOUNT TOTAL							361.92	361.92
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE								
2079		12/19 AP		06/14/19	0393096	FEASLEY, WILLIAM	10.50	06/27/19
						RMB: CD'S SOLD		
2079		12/19 AP		06/08/19	0393101	KERNS, JAMES	16.80	06/27/19
						RMB: CERAMIC MUGS SOLD		
2079		12/19 AP		05/22/19	0393100	KATIE BREMNER	10.00	06/27/19
						RMB:ART SALE-FIRST FIFTY		
2079		12/19 AP		05/02/19	0393101	KERNS, JAMES	7.00	06/27/19
						RMB: CERAMIC MUG SOLD		
ACCOUNT TOTAL							44.30	44.30
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES								
2049		12/19 AP		06/20/19	0393074	BLACK HAWK CO.RECORDER	17.00	06/21/19
						RCD:RESOLUTION #21,552		
2049		12/19 AP		06/20/19	0393074	BLACK HAWK CO.RECORDER	7.00	06/21/19
						OWEN 5, LLC		
2049		12/19 AP		06/20/19	0393074	BLACK HAWK CO.RECORDER	22.00	06/21/19
						RCD:RESOLUTION #21,553		
2049		12/19 AP		06/20/19	0393074	BLACK HAWK CO.RECORDER	22.00	06/21/19
						OWEN 5, LLC		
2049		12/19 AP		06/20/19	0393074	BLACK HAWK CO.RECORDER	17.00	06/21/19
						RCD:MEMO.-AGRMT.PRIV.DEV.		
2049		12/19 AP		06/20/19	0393074	BLACK HAWK CO.RECORDER	17.00	06/21/19
						OWEN 5, LLC		
2049		12/19 AP		06/20/19	0393074	BLACK HAWK CO.RECORDER	57.00	06/21/19
						RCD:PRE-ANNEXATION AGRMT.		
2049		12/19 AP		06/20/19	0393074	BLACK HAWK CO.RECORDER	57.00	06/21/19
						BRUCE & MARILYN BARIDON		
2049		12/19 AP		06/20/19	0393074	BLACK HAWK CO.RECORDER	52.00	06/21/19
						M.LATHON & LINDA JERNIGAN		
2049		12/19 AP		06/20/19	0393074	BLACK HAWK CO.RECORDER	52.00	06/21/19
						JACOB & JESSICA NAUHZOLZ		
2049		12/19 AP		06/20/19	0393074	BLACK HAWK CO.RECORDER	57.00	06/21/19
						RCD:PRE-ANNEXATION AGRMT.		
2049		12/19 AP		06/20/19	0393074	BLACK HAWK CO.RECORDER	57.00	06/21/19
						REBECCA DICKINSON		
2049		12/19 AP		06/20/19	0393074	BLACK HAWK CO.RECORDER	52.00	06/21/19
						DENNIS AND LINDA NEBBE		
2025		12/19 AP		06/13/19	0393046	BLACK HAWK CO.RECORDER	22.00	06/17/19

GROUP	PO	ACCTG	----	TRANSACTION----					CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES						continued			
RESOLUTION #21,565									
ACCOUNT TOTAL							508.00	.00	508.00
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY									
2049		12/19 AP		06/01/19	0393076	CEDAR FALLS UTILITIES	88.98		06/21/19
UTILITIES THRU 06/01/19									
ACCOUNT TOTAL							88.98	.00	88.98
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS									
2063		12/19 AP		06/24/19	0393088	R & R HOME IMPROVEMENT	68.40		06/25/19
REFUND-REMODELING PERMIT						703 W.10TH;#19-0958-REMO			
2025		12/19 AP		05/24/19	0393051	DALTON PLBG, HEATING & COOLING	495.00		06/17/19
REFUND-PLUMBING PERMIT						CHARGED 11 EXTRA TIMES			
ACCOUNT TOTAL							563.40	.00	563.40
101-2245-442.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2040		12/19 AP		06/13/19	0393069	GRAHAM, SHANE	1,084.41		06/19/19
RMB:TRAVEL-ECON.DEV.CONF.						WASHINGTON DC			
ACCOUNT TOTAL							1,084.41	.00	1,084.41
101-2245-442.89-79 MISCELLANEOUS SERVICES / SINGLE FAM CONV INCENTIVE									
2079		12/19 AP		06/26/19	0393099	HALI SIMMONS	5,000.00		06/27/19
2/2 DNPMT.RENT.CONV.INCNT						1616 OLIVE STREET			
ACCOUNT TOTAL							5,000.00	.00	5,000.00
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
2079		12/19 AP		06/18/19	0393108	REA, KARI	102.98		06/27/19
RMB:PSO FIRE EQUIPMENT						THE FIRE STORE.COM			
ACCOUNT TOTAL							102.98	.00	102.98
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2079		12/19 AP		06/25/19	0393094	COPP, CHRIS	26.74		06/27/19
RMB:EMT PREMIUM APP.						NEEDED FOR EMT COURSE			
2079		12/19 AP		06/21/19	0393109	SCHREIBER, KURT	26.74		06/27/19
RMB:EMT PREMIUM APP.						NEEDED FOR EMT COURSE			
2079		12/19 AP		06/12/19	0393105	MCMAMARA, SHEA	26.74		06/27/19
RMB:EMT PREMIUM APP.						NEEDED FOR EMT COURSE			

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION						continued			
2079		12/19	AP	06/11/19	0393102	LADAGE, ZACH	26.74		06/27/19
						RMB:EMT PREMIUM APP.			
						NEEDED FOR EMT COURSE			
2079		12/19	AP	06/08/19	0393110	SHAFER, SAM	26.74		06/27/19
						RMB:EMT PREMIUM APP.			
						NEEDED FOR EMT COURSE			
2025		12/19	AP	05/09/19	0393055	KRUEGER, MATT	193.88		06/17/19
						RMB:EMT COURSE SUPPLIES			
						ACCOUNT TOTAL	327.58	.00	327.58
101-4511-414.85-01 UTILITIES / UTILITIES									
2049		12/19	AP	06/01/19	0393076	CEDAR FALLS UTILITIES	1,166.35		06/21/19
						UTILITIES THRU 06/01/19			
						ACCOUNT TOTAL	1,166.35	.00	1,166.35
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
2079		12/19	AP	06/25/19	0393107	O'NEILL, DENNIS	140.98		06/27/19
						RMB:PSO UNIFORM ALLOWANCE			
						BROWN'S SHOE FIT COMPANY			
2063		12/19	AP	06/05/19	0393083	HAISET, MICHAEL	43.98		06/25/19
						RMB:PSO UNIFORM ALLOWANCE			
						DICK'S SPORTING GOODS			
						ACCOUNT TOTAL	184.96	.00	184.96
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2049		12/19	AP	06/01/19	0393076	CEDAR FALLS UTILITIES	154.22		06/21/19
						UTILITIES THRU 06/01/19			
						ACCOUNT TOTAL	154.22	.00	154.22
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
2063		12/19	AP	06/03/19	0393091	YATES, KELLI	72.83		06/25/19
						RMB:OPT.EQUIP.-FLASHLIGHT			
						AMAZON.COM			
2072		12/19	AP	07/23/18	0391505	LADAGE, ZACH		136.75	06/26/19
						VOID CHECK-LOST			
						RMB:OPT.EQUIP-POUCHES +			
						ACCOUNT TOTAL	72.83	136.75	63.92-
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2025		12/19	AP	06/07/19	0393053	HOWARD, MARK A.	512.10		06/17/19
						RMB:HTL.-COMM.LDRSHP.INST			
						ANDOVER, MN			
2025		12/19	AP	06/07/19	0393053	HOWARD, MARK A.	512.10		06/17/19
						RMB:HTL.-COMM.LDRSHP.INST			
						ANDOVER, MN-HAISLET			
2072		12/19	AP	08/04/17	0317763	LADAGE, ZACH		131.04	06/26/19
						VOID CHECK-LOST			
						RMB:MEALS-BASIC SRO SCHL.			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) continued										
ACCOUNT TOTAL							1,024.20	131.04	893.16	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
2079		12/19 AP		06/21/19	0393092	BELZ, MATTHEW	62.04			06/27/19
						RMB:UNIFORM ALLOWANCE KOHL'S				
2063		12/19 AP		06/03/19	0393091	YATES, KELLI	133.74			06/25/19
						RMB:UNIFORM ALLOWANCE ROCKY BOOTS.COM				
2063		12/19 AP		06/03/19	0393086	MERCADO, JAVIER	78.95			06/25/19
						RMB:UNIFORM ALLOWANCE STICH FIX				
ACCOUNT TOTAL							274.73	0.00	274.73	
101-7703-423.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND										
2040		12/19 AP		06/18/19	0393064	CEDAR FALLS MUNICIPAL BAND	142.46			06/19/19
						PROPERTY TAX PAYMENT				
ACCOUNT TOTAL							142.46	0.00	142.46	
101-7713-433.85-01 UTILITIES / UTILITIES										
2049		12/19 AP		06/01/19	0393076	CEDAR FALLS UTILITIES	169.16			06/21/19
						UTILITIES THRU 06/01/19				
ACCOUNT TOTAL							169.16	0.00	169.16	
101-7716-446.85-01 UTILITIES / UTILITIES										
2049		12/19 AP		06/01/19	0393076	CEDAR FALLS UTILITIES	5,741.83			06/21/19
						UTILITIES THRU 06/01/19				
ACCOUNT TOTAL							5,741.83	0.00	5,741.83	
101-7723-423.85-01 UTILITIES / UTILITIES										
2049		12/19 AP		06/01/19	0393076	CEDAR FALLS UTILITIES	67.73			06/21/19
						UTILITIES THRU 06/01/19				
ACCOUNT TOTAL							67.73	0.00	67.73	
101-7733-423.85-01 UTILITIES / UTILITIES										
2049		12/19 AP		06/01/19	0393076	CEDAR FALLS UTILITIES	1,328.90			06/21/19
						UTILITIES THRU 06/01/19				
ACCOUNT TOTAL							1,328.90	0.00	1,328.90	

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-7753-423.72-31						OPERATING SUPPLIES / YOUTH SPORTS/ACTIVE EQUIP		
2040		12/19 AP		06/12/19	0393070	SJOLANDER, KRISTEN	17.21	06/19/19
						RMB:POSTER BOARD;GLUE		
						ACCOUNT TOTAL	17.21	.00 17.21
101-7753-423.85-01 UTILITIES / UTILITIES								
2049		12/19 AP		06/01/19	0393076	CEDAR FALLS UTILITIES	5,377.09	06/21/19
						UTILITIES THRU 06/01/19		
						ACCOUNT TOTAL	5,377.09	.00 5,377.09
101-7753-423.85-05 UTILITIES / POOL UTILITIES								
2049		12/19 AP		06/01/19	0393076	CEDAR FALLS UTILITIES	20,739.08	06/21/19
						UTILITIES THRU 06/01/19		
						ACCOUNT TOTAL	20,739.08	.00 20,739.08
101-7753-423.89-14 MISCELLANEOUS SERVICES / REFUNDS								
2072		12/19 AP		05/07/18	0319069	LISA KRAUSMAN		06/26/19
						VOID CHECK-LOST	22.00	
						REFUND-SHELTER RENTAL		
						ACCOUNT TOTAL	.00	22.00 22.00-
101-7780-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
2049		12/19 AP		06/20/19	0393079	JIMMY MURRAY	150.00	06/21/19
						ARTIST HONORARIUM-6/20/19		
						PUBLIC TALK AT HEARST CTR		
						ACCOUNT TOTAL	150.00	.00 150.00
101-7780-423.85-01 UTILITIES / UTILITIES								
2049		12/19 AP		06/01/19	0393076	CEDAR FALLS UTILITIES	690.78	06/21/19
						UTILITIES THRU 06/01/19		
						ACCOUNT TOTAL	690.78	.00 690.78
101-7780-423.89-14 MISCELLANEOUS SERVICES / REFUNDS								
2025		12/19 AP		05/30/19	0393056	RYAN HAYNES	250.00	06/17/19
						REFUND-SECURITY DEPOSIT		
2025		12/19 AP		05/14/19	0393060	THOMAS VETTER	250.00	06/17/19
						REFUND-SECURITY DEPOSIT		
2025		12/19 AP		04/06/19	0393050	CONNIE BANDFIELD	250.00	06/17/19
						REFUND-SECURITY DEPOSIT		
						ACCOUNT TOTAL	750.00	.00 750.00

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
FUND TOTAL							46,133.10	289.79	45,843.31
FUND 203 TAX INCREMENT FINANCING									
203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF									
2040		12/19	AP	06/18/19	0393063	CAPITAL PROJECTS FUND	4,220.33		06/19/19
PROPERTY TAX PAYMENT									
2040		12/19	AP	06/18/19	0393063	CAPITAL PROJECTS FUND	113.99		06/19/19
PROPERTY TAX PAYMENT									
2040		12/19	AP	06/18/19	0393067	DEBT SERVICE	639.87		06/19/19
PROPERTY TAX PAYMENT									
ACCOUNT TOTAL							4,974.19	0.00	4,974.19
FUND TOTAL							4,974.19	0.00	4,974.19
FUND 206 STREET CONSTRUCTION FUND									
206-7737-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL									
2049		12/19	AP	06/01/19	0393076	CEDAR FALLS UTILITIES	108.07		06/21/19
UTILITIES THRU 06/01/19									
ACCOUNT TOTAL							108.07	0.00	108.07
206-7737-436.85-01 UTILITIES / UTILITIES									
2049		12/19	AP	06/01/19	0393076	CEDAR FALLS UTILITIES	246.33		06/21/19
UTILITIES THRU 06/01/19									
ACCOUNT TOTAL							246.33	0.00	246.33
206-7747-436.85-01 UTILITIES / UTILITIES									
2049		12/19	AP	06/01/19	0393076	CEDAR FALLS UTILITIES	995.15		06/21/19
UTILITIES THRU 06/01/19									
ACCOUNT TOTAL							995.15	0.00	995.15
FUND TOTAL							1,349.55	0.00	1,349.55
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED									
2040		12/19	AP	06/01/19	0035923	THUNDER RIDGE SR.APARTMENTS L	25.00		06/19/19
						ADD'L AMOUNT CORRECTION			
2071		12/19	AP	06/01/19	0035876	EPM IOWA		349.00	06/26/19
						HAP Matt M 062019			
2071		12/19	AP	06/01/19	0035876	EPM IOWA		1,208.00	06/26/19
						HAP Santiago-Lebro 062019			
2071		12/19	AP	06/01/19	0035876	EPM IOWA		841.00	06/26/19
						HAP Albright C 062019			
2071		12/19	AP	06/01/19	0035876	EPM IOWA		579.00	06/26/19
						HAP Thompson T 062019			
2071		12/19	AP	06/01/19	0035876	EPM IOWA		694.00	06/26/19
						HAP Sauer M 062019			
2071		12/19	AP	06/01/19	0035876	EPM IOWA		673.00	06/26/19
						HAP Frisch K 062019			
2071		12/19	AP	06/01/19	0035876	EPM IOWA		557.00	06/26/19
						HAP Lewis H 062019			
2071		12/19	AP	06/01/19	0035876	EPM IOWA		420.00	06/26/19
						HAP Gordon A 062019			
2071		12/19	AP	06/01/19	0035876	EPM IOWA		803.00	06/26/19
						HAP Nicholson K 062019			
						ACCOUNT TOTAL	25.00	6,124.00	6,099.00-
						FUND TOTAL	25.00	6,124.00	6,099.00-
FUND 223 COMMUNITY BLOCK GRANT									
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.97-79 TIF BOND PROJECTS / RIDGEWAY AVE RECONSTRUCT									
2025		12/19	AP	06/13/19	0393046	BLACK HAWK CO.RECORDER	37.00		06/17/19
						SPEC.WARRANTY DEED-VEREIT			
						PROJECT#: 023172			
2025		12/19	AP	06/13/19	0393046	BLACK HAWK CO.RECORDER	27.00		06/17/19
						TEMP.CONST.EASE-FCSA, FLCA			
						PROJECT#: 023172			
2025		12/19	AP	06/13/19	0393046	BLACK HAWK CO.RECORDER	22.00		06/17/19
						WARRANTY DEED-FCSA, FLCA			
						PROJECT#: 023172			
						ACCOUNT TOTAL	86.00	.00	86.00
						FUND TOTAL	86.00	.00	86.00

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 254 CABLE TV FUND									
FUND TOTAL							1,565.00	.00	1,565.00
FUND 258 PARKING FUND									
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2049		12/19 AP		06/01/19	0393076	CEDAR FALLS UTILITIES	15.09		06/21/19
UTILITIES THRU 06/01/19									
ACCOUNT TOTAL							15.09	.00	15.09
FUND TOTAL							15.09	.00	15.09
FUND 261 TOURISM & VISITORS									
261-7791-423.85-52 UTILITIES / TOURISM MARKETING GRANTS									
2079		12/19 AP		05/14/19	0393097	FIRST	3,000.00		06/27/19
GRANT:2019 FIRST ROBOTICS COMP.;RE-ISSUE CK# 131103									
ACCOUNT TOTAL							3,000.00	.00	3,000.00
FUND TOTAL							3,000.00	.00	3,000.00
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.85-01 UTILITIES / UTILITIES									
2049		12/19 AP		06/01/19	0393076	CEDAR FALLS UTILITIES	91.70		06/21/19
UTILITIES THRU 06/01/19									
ACCOUNT TOTAL							91.70	.00	91.70
262-1092-423.87-01 RENTALS / RENTALS									
2079		12/19 AP		06/26/19	0393113	SUE BUSSEY	250.00		06/27/19
REFUND-SECURITY DEPOSIT									
2079		12/19 AP		06/26/19	0393106	MUHAMMAD SARWAR	250.00		06/27/19
REFUND-SECURITY DEPOSIT									
ACCOUNT TOTAL							500.00	.00	500.00
FUND TOTAL							591.70	.00	591.70

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT ----	
FUND 291	POLICE FORFEITURE FUND									
FUND 292	POLICE RETIREMENT FUND									
292-5521-415.54-01	WORKERS COMP / POLICE WORKERS COMP									
2063		12/19	AP	12/17/18	0393089	ROCK VALLEY PT - ALIGN NET	158.10		06/25/19	
		W/C:M.BRIGGS-12/17/18								
2063		12/19	AP	12/14/18	0393089	ROCK VALLEY PT - ALIGN NET	158.10		06/25/19	
		W/C:M.BRIGGS-12/14/18								
2063		12/19	AP	12/12/18	0393089	ROCK VALLEY PT - ALIGN NET	241.88		06/25/19	
		W/C:M.BRIGGS-12/12/18								
		ACCOUNT TOTAL						558.08	.00	558.08
		FUND TOTAL						558.08	.00	558.08
FUND 293	FIRE RETIREMENT FUND									
FUND 294	LIBRARY RESERVE									
FUND 295	SOFTBALL PLAYER CAPITAL									
FUND 296	GOLF CAPITAL									
FUND 297	REC FACILITIES CAPITAL									
FUND 298	HEARST CAPITAL									
FUND 311	DEBT SERVICE FUND									
FUND 402	WASHINGTON PARK FUND									
FUND 404	FEMA									
FUND 405	FLOOD RESERVE FUND									
FUND 407	VISION IOWA PROJECT									
FUND 408	STREET IMPROVEMENT FUND									
FUND 430	2004 TIF BOND									
FUND 431	2014 BOND									
FUND 432	2003 BOND									
FUND 433	2001 TIF									
FUND 434	2000 BOND									
FUND 435	1999 TIF									
FUND 436	2012 BOND									
436-1220-431.94-83	CAPITAL PROJECTS / WEST 1ST STREET									
2049		12/19	AP	06/20/19	0393075	BLACK HAWK CO.RECORDER	27.00		06/21/19	
		3118-W.1ST ST. RECONST. TEMP.GRAD.EASE.-C.HILD								
PROJECT#:		023118								
2025		12/19	AP	06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19	
		3118-W.1ST ST.RECONST. WARRANTY DEED-LOCO RENTAL								
PROJECT#:		023118								
2025		12/19	AP	06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19	
		3118-W.1ST ST.RECONST. TEMP.EASE.-LOCO RENTALS								
PROJECT#:		023118								
2025		12/19	AP	06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19	
		3118-W.1ST ST.RECONST. WARRANTY DEED-SCHUERMAN'S								
PROJECT#:		023118								
2025		12/19	AP	06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19	
		3118-W.1ST ST.RECONST. TEMP.EASE.-SCHUERMAN'S 66								
PROJECT#:		023118								

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT ----
FUND 436 2012 BOND									
436-1220-431.94-83 CAPITAL PROJECTS / WEST 1ST STREET						continued			
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
						WARRANTY DEED-HARRINGTONS			
PROJECT#:					023118				
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	32.00		06/17/19
						PUB.UTIL.EASE-HARRINGTONS			
PROJECT#:					023118				
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
						TEMP.EASE.-HARRINGTON'S			
PROJECT#:					023118				
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
						WARRANTY DEED-G.SHANNON			
PROJECT#:					023118				
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
						PUB.UTIL.EASE.-G.SHANNON			
PROJECT#:					023118				
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
						TEMP.GRAD.EASE.-G.SHANNON			
PROJECT#:					023118				
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
						WARRANTY DEED-S.WOODYARD			
PROJECT#:					023118				
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
						PUB.UTIL.EASE.-S.WOODYARD			
PROJECT#:					023118				
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
						TEMP.GRAD.EASE-S.WOODYARD			
PROJECT#:					023118				
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
						WARRANTY DEED-MCCUNNIFF			
PROJECT#:					023118				
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
						PUB.UTIL.EASE.-MCCUNNIFF			
PROJECT#:					023118				
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
						TEMP.GRAD.EASE.-MCCUNNIFF			
PROJECT#:					023118				
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
						WARRANTY DEED-BENDABLE EQ			
PROJECT#:					023118				
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
						PUB.UTIL.EASE-BENDABLE EQ			
PROJECT#:					023118				
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
						TEMP.GRD.EASE-BENDABLE EQ			
PROJECT#:					023118				
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
						TEMP.GRAD.EASE-DAN JORDAN			
PROJECT#:					023118				
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 436 2012 BOND									
436-1220-431.94-83 CAPITAL PROJECTS / WEST 1ST STREET						continued			
					3118-W.1ST ST.RECONST.	WARRANTY DEED-MCDONALD'S			
PROJECT#:		023118							
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
					3118-W.1ST ST.RECONST.	TEMP.GRAD.EASE-MCDONALD'S			
PROJECT#:		023118							
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
					3118-W.1ST ST.RECONST.	WARRANTY DEED-D.HURST			
PROJECT#:		023118							
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
					3118-W.1ST ST.RECONST.	TEMP.GRAD.EASE.-D.HURST			
PROJECT#:		023118							
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
					3118-W.1ST ST.RECONST.	WARRANTY DEED-Q.HENRY			
PROJECT#:		023118							
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
					3118-W.1ST ST.RECONST.	TEMP.GRAD.EASE.-Q.HENRY			
PROJECT#:		023118							
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
					3118-W.1ST ST.RECONST.	WARRANTY DEED-T.KIMBLE			
PROJECT#:		023118							
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	32.00		06/17/19
					3118-W.1ST ST.RECONST.	TEMP.GRAD.EASE.-T.KIMBLE			
PROJECT#:		023118							
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
					3118-W.1ST ST.RECONST.	WARRANTY DEED-M.SHATEK			
PROJECT#:		023118							
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
					3118-W.1ST ST.RECONST.	WARRANTY DEED-STEINBRECH			
PROJECT#:		023118							
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
					3118-W.1ST ST.RECONST.	TEMP.GRAD.EASE-STEINBRECH			
PROJECT#:		023118							
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
					3118-W.1ST ST.RECONST.	WARRANTY DEED-IND.SCH.DIS			
PROJECT#:		023118							
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
					3118-W.1ST ST.RECONST.	TEMP.GRD.EASE-IND.SCH.DIS			
PROJECT#:		023118							
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
					3118-W.1ST ST.RECONST.	WARRANTY DEED-B.NEWGARD			
PROJECT#:		023118							
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
					3118-W.1ST ST.RECONST.	TEMP.GRAD.EASE.-B.NEWGARD			
PROJECT#:		023118							
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
					3118-W.1ST ST.RECONST.	WARRANTY DEED-M.ANDERSEN			
PROJECT#:		023118							
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00		06/17/19
					3118-W.1ST ST.RECONST.	WARRANTY DEED-MNN ENT.INC			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 436 2012 BOND										
436-1220-431.94-83 CAPITAL PROJECTS / WEST 1ST STREET							continued			
PROJECT#: 023118										
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	7.00			06/17/19
3118-W.1ST ST.RECONST.							PTL.RLS.MTG.-MNN ENT.INC.			
PROJECT#: 023118										
2025		12/19 AP		06/13/19	0393048	BLACK HAWK CO.RECORDER	27.00			06/17/19
3118-W.1ST ST.RECONST.							TEMP.GRD.EASE-MNN ENT.INC			
PROJECT#: 023118										
2072		12/19 AP		01/03/19	0392183	CODY T. & MEGAN M. HILD		6,440.00		06/26/19
VOID CHECK-NEW VENDORS							3118-W.1ST ST. RECONST.			
PROJECT#: 023118										
ACCOUNT TOTAL							1,070.00	6,440.00		5,370.00-
FUND TOTAL							1,070.00	6,440.00		5,370.00-
FUND 437 2018 BOND										
FUND 438 2020 BOND FUND										
FUND 439 2008 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-431.94-33 CAPITAL PROJECTS / PROPERTY ACQUISITION										
2049		12/19 AP		06/01/19	0393076	CEDAR FALLS UTILITIES	73.28			06/21/19
UTILITIES THRU 06/01/19										
ACCOUNT TOTAL							73.28	.00		73.28
FUND TOTAL							73.28	.00		73.28
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-7785-436.85-01 UTILITIES / UTILITIES										
2049		12/19 AP		06/01/19	0393076	CEDAR FALLS UTILITIES	935.70			06/21/19
UTILITIES THRU 06/01/19										
ACCOUNT TOTAL							935.70	.00		935.70

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
FUND TOTAL							935.70	.00	935.70	
FUND 552 SEWER RENTAL FUND										
552-2265-436.85-01 UTILITIES / UTILITIES	2049	12/19 AP	06/01/19	0393076	0393076	CEDAR FALLS UTILITIES	14,389.43			06/21/19
UTILITIES THRU 06/01/19										
ACCOUNT TOTAL							14,389.43	.00	14,389.43	
552-7755-436.85-01 UTILITIES / UTILITIES										
552-7755-436.85-01 UTILITIES / UTILITIES	2049	12/19 AP	06/01/19	0393076	0393076	CEDAR FALLS UTILITIES	10,838.44			06/21/19
UTILITIES THRU 06/01/19										
ACCOUNT TOTAL							10,838.44	.00	10,838.44	
FUND TOTAL							25,227.87	.00	25,227.87	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-2230-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS	2025	12/19 AP	06/13/19	0393046	0393046	BLACK HAWK CO.RECORDER	17.00			06/17/19
3152-WALNUT ST.BOX CULVT. TEMP.CONST.EASE.-G.POHL										
PROJECT#: 023152										
ACCOUNT TOTAL							17.00	.00	17.00	
FUND TOTAL							17.00	.00	17.00	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES	2025	12/19 AP	06/10/19	0393049	0393049	CEDAR FALLS UTILITIES	15.00			06/17/19
LIBRARY DOMAIN NAME										
ACCOUNT TOTAL							15.00	.00	15.00	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT	2040	12/19 AP	06/06/19	0393072	0393072	U.S. CELLULAR	85.13			06/19/19
CELL PHONE:6/6-7/5/19										
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT	2063	12/19 AP	06/01/19	0393081	0393081	CENTURYLINK	132.00			06/25/19
CITY PHONE SERV.-JUN'19										
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT	2063	12/19 AP	06/01/19	0393080	0393080	CENTURYLINK	53.85			06/25/19
CITY PHONE SERV.-JUN'19										

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
									POST DT	
FUND 606 DATA PROCESSING FUND										
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT						continued				
2063		12/19 AP		06/01/19	0393080	CENTURYLINK	2,535.29		06/25/19	
		CITY PHONE SERV.-JUN'19								
2040		12/19 AP		05/31/19	0393066	CENTURYLINK LONG DISTANCE	255.96		06/19/19	
		LONG.DIST.PH.SRV.-MAY'19								
ACCOUNT TOTAL							3,062.23	0.00	3,062.23	
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS										
2025		12/19 AP		06/10/19	0393049	CEDAR FALLS UTILITIES	3,320.00		06/17/19	
		FIBER POINT:5/11-6/10/19								
ACCOUNT TOTAL							3,320.00	0.00	3,320.00	
606-1078-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2063		12/19 AP		06/21/19	0393084	HINES, CORY	275.52		06/25/19	
		RMB:HOTEL-GIS TRAINING DES MOINES								
ACCOUNT TOTAL							275.52	0.00	275.52	
FUND TOTAL							6,672.75	0.00	6,672.75	
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS										
2063		12/19 AP		06/24/19	0393085	LUX, JOSH	102.80		06/25/19	
		RMB:HEALTH SEV.1/2 JUN'19								
2049		12/19 AP		06/19/19	0393073	ANDERSON, ALETA L.	135.50		06/21/19	
		RMB:MAY 2019 HEALTH SEV. MEDICARE								
ACCOUNT TOTAL							238.30	0.00	238.30	
FUND TOTAL							238.30	0.00	238.30	
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
FUND 686 PAYROLL FUND										
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE										
2041		12/19 AP		06/19/19	0393061	ADVANTAGE ADMINISTRATORS	6,769.13		06/19/19	
		CAFETERIA PLAN:06/21/19								
2041		12/19 AP		06/19/19	0393071	TEAMSTERS LOCAL #238	2,962.00		06/19/19	
		UNION DUES-JUNE 2019								
2041		12/19 AP		06/19/19	0393062	BLACK HAWK CO.SHERIFF	335.46		06/19/19	
		GARNISHMENT #SCSC008196								

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 686 PAYROLL FUND										
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE							continued			
2041		12/19 AP		06/19/19	0393065	CEDAR VALLEY UNITED WAY 2ND QTR.2019 CONTRIBUTION	246.00			06/19/19
ACCOUNT TOTAL							10,312.59	0.00		10,312.59
FUND TOTAL							10,312.59	0.00		10,312.59
FUND 687 WORKERS COMPENSATION FUND										
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE										
2063		12/19 AP		08/20/18	0393087	MERCYONE WATERLOO MEDICAL CEN W/C:D.ADAMS-08/20/18	53.10			06/25/19
2063		12/19 AP		08/14/18	0393087	MERCYONE WATERLOO MEDICAL CEN W/C:D.ADAMS-8/10-8/14/18	106.20			06/25/19
2063		12/19 AP		08/06/18	0393087	MERCYONE WATERLOO MEDICAL CEN W/C:D.ADAMS-08/06/18	41.40			06/25/19
ACCOUNT TOTAL							200.70	0.00		200.70
FUND TOTAL							200.70	0.00		200.70
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
2049		12/19 AP		06/18/19	0393077	GARRETT MOSES RMB:SIDEWALK REPAIR-DIFF. 2619 CEDAR HEIGHTS	29.56			06/21/19
2079		12/19 AP		06/05/19	0393103	LEANNE INMAN	4,264.31			06/27/19
2049		12/19 AP		04/15/19	0393078	JACOB MARTIN RMB:SIDEWALK REPAIR 2703 CEDAR HGTS-CK#393020	456.11			06/21/19
2072		12/19 AP		04/15/19	0392928	CHRISTOPHER HERNANDEZ VOID CHECK-NEW VENDOR RMB:SIDEWALK REPAIR		420.25		06/26/19
2072		12/19 AP		04/15/19	0392935	KELLY HOLMES VOID CHECK-NEW VENDOR RMB:SIDEWALK REPAIR		522.75		06/26/19
2072		12/19 AP		04/15/19	0393020	JACOB MARTIN VOID CHECK-NEW AMOUNT RMB:SIDEWALK REPAIR		420.25		06/26/19
ACCOUNT TOTAL							4,749.98	1,363.25		3,386.73
FUND TOTAL							4,749.98	1,363.25		3,386.73

ACCOUNT ACTIVITY LISTING

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 724 TRUST & AGENCY									
724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND									
2040		12/19 AP		06/18/19	0393068	GENERAL FUND	9,975.48		06/19/19
						PROPERTY TAX PAYMENT			
						ACCOUNT TOTAL	9,975.48	.00	9,975.48
						FUND TOTAL	9,975.48	.00	9,975.48
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
						GRAND TOTAL	117,771.36	14,217.04	103,554.32

Council Invoices for Council Meeting 7/1/19

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2026		12/19 AP		06/21/19	00000000	PARKADE PRINTER, INC. #10 NON-WINDOW ENVELOPES	33.42			06/27/19
ACCOUNT TOTAL							33.42	.00	33.42	
101-1008-441.87-01 RENTALS / RENTALS										
8		01/20 AP		06/13/19	00000000	NEOPOST USA INC POSTAGE METER RENTAL 7/13/19-10/12/19	162.00			06/27/19
ACCOUNT TOTAL							162.00	.00	162.00	
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2026		12/19 AP		06/21/19	00000000	PARKADE PRINTER, INC. #10 NON-WINDOW ENVELOPES	22.26			06/27/19
2074		12/19 AP		06/19/19	00000000	ADVANCED SYSTEMS INC. IR 6255 COPIER MTE 04/24/19-05/20/19-FINAL	6.96			06/27/19
ACCOUNT TOTAL							29.22	.00	29.22	
101-1028-441.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES										
2033		12/19 AP		06/06/19	00000000	SERVICEWEAR APPAREL, INC. (4) POLOS WITH LOGOS SCHOENTAG	81.32			06/27/19
ACCOUNT TOTAL							81.32	.00	81.32	
101-1028-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG										
2066		12/19 AP		06/26/19	00000000	MYERS-COX COMPANY SNACKS-WELLNESS BOWLS	266.00			06/27/19
2066		12/19 AP		06/25/19	00000000	MYERS-COX COMPANY SNACKS-WELLNESS BOWLS	1,213.02			06/27/19
2026		12/19 AP		06/18/19	00000000	CINTAS FIRST AID & SAFETY RESTOCK FIRST AID CABINET	43.71			06/27/19
ACCOUNT TOTAL							1,522.73	.00	1,522.73	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2026		12/19 AP		06/21/19	00000000	PARKADE PRINTER, INC. #10 NON-WINDOW ENVELOPES	4.45			06/27/19
2074		12/19 AP		06/19/19	00000000	ADVANCED SYSTEMS INC. IR 6255 COPIER MTE 04/24/19-05/20/19-FINAL	3.75			06/27/19
ACCOUNT TOTAL							8.20	.00	8.20	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1048-441.81-29		AP		06/22/19	0000000	PROFESSIONAL SERVICES / LEGAL CONSULTANTS				
2066						BALLER STOKES & LIIDE PC	2,190.00			06/27/19
						LGL: CEDAR FALLS UTILITIES				
						MAY 2019				
8		AP		07/01/19	0000000	AHLERS AND COONEY, P.C.	3,900.00			06/27/19
						LEGAL SERVICES-JULY'19				
8		AP		07/01/19	0000000	SWISHER & COHRT, P.L.C.	2,600.00			06/27/19
						LEGAL SERVICES-JULY'19				
						ACCOUNT TOTAL	8,690.00	.00	8,690.00	
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT										
8		AP		07/01/19	0000000	SWISHER & COHRT, P.L.C.	1,000.00			06/27/19
						LEGAL SERVICES-JULY'19				
						ACCOUNT TOTAL	1,000.00	.00	1,000.00	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2026		AP		06/21/19	0000000	PARKADE PRINTER, INC.	4.45			06/27/19
						#10 NON-WINDOW ENVELOPES				
2033		AP		06/14/19	0000000	AWARDS, GIFTS & ENGRAVING	16.50			06/27/19
						NAME BADGE MAGNET				
						GRAHAM, HUISMAN				
						ACCOUNT TOTAL	20.95	.00	20.95	
101-1118-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
8		AP		07/01/19	0000000	INTERNATIONAL CITY/CO.MGMT.AS	1,460.66			06/27/19
						FY2020 DUES-R.GAINES				
						07/01/19-06/30/20				
8		AP		07/01/19	0000000	IOWA CITY/CO.MANAGEMENT ASSOC	300.00			06/27/19
						MEMBERSHIP-R.GAINES				
						2019-2020				
						ACCOUNT TOTAL	1,760.66	.00	1,760.66	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2026		AP		06/21/19	0000000	PARKADE PRINTER, INC.	6.68			06/27/19
						#10 NON-WINDOW ENVELOPES				
						ACCOUNT TOTAL	6.68	.00	6.68	
101-1199-411.32-60 COMM PROTECTION GRANTS / GRANTS - FIRE										
2067		AP		06/17/19	0000000	4IMPRINT, INC.	3,000.00			06/27/19
						TRAVEL TUMBLERS-GIVEAWAYS				
						PUBLIC SAFETY OPEN HOUSE				
						ACCOUNT TOTAL	3,000.00	.00	3,000.00	

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1199-421.31-40 HUMAN DEVELOPMENT GRANTS / GRANTS - PARKS									
2056		12/19	AP	06/12/19	0000000	BLACK HAWK MEMORIAL CO., INC. 17 BRICKS-VETS PARK	595.00		06/27/19
ACCOUNT TOTAL							595.00	.00	595.00
101-1199-421.31-45 HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS									
2050		12/19	AP	06/12/19	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-COTTAGE ROW MEMORIAL BENCH	154.00		06/27/19
2050		12/19	AP	06/04/19	0000000	GIBSON SPECIALTY CO. BENCH PLAQUES-SEERLEY PRK	275.99		06/27/19
ACCOUNT TOTAL							429.99	.00	429.99
101-1199-431.88-01 OUTSIDE AGENCIES / MET - CF DISABLED									
2026		12/19	AP	06/30/19	0000000	METROPOLITAN TRANSIT AUTHORIT FINAL PAYMENT FOR FY19	926.31		06/27/19
8		01/20	AP	07/01/19	0000000	METROPOLITAN TRANSIT AUTHORIT PAYMENT FOR FY20-1ST QTR	8,305.00		06/27/19
ACCOUNT TOTAL							9,231.31	.00	9,231.31
101-1199-431.88-02 OUTSIDE AGENCIES / MET-RTC									
2026		12/19	AP	06/30/19	0000000	METROPOLITAN TRANSIT AUTHORIT FINAL PAYMENT FOR FY19	617.64		06/27/19
8		01/20	AP	07/01/19	0000000	METROPOLITAN TRANSIT AUTHORIT PAYMENT FOR FY20-1ST QTR	5,537.50		06/27/19
ACCOUNT TOTAL							6,155.14	.00	6,155.14
101-1199-431.88-11 OUTSIDE AGENCIES / MET TRANSIT AUTHORITY									
2026		12/19	AP	06/30/19	0000000	METROPOLITAN TRANSIT AUTHORIT FINAL PAYMENT FOR FY19	8,774.98		06/27/19
8		01/20	AP	07/01/19	0000000	METROPOLITAN TRANSIT AUTHORIT PAYMENT FOR FY20-1ST QTR	78,675.00		06/27/19
ACCOUNT TOTAL							87,449.98	.00	87,449.98
101-1199-431.88-12 OUTSIDE AGENCIES / MET CAPITAL REPLACEMENT									
2026		12/19	AP	06/30/19	0000000	METROPOLITAN TRANSIT AUTHORIT FINAL PAYMENT FOR FY19		21.48	06/27/19
8		01/20	AP	07/01/19	0000000	VEHICLE MAINTENANCE FUND PAYMENT FOR FY20-1ST QTR	3,880.00		06/27/19
ACCOUNT TOTAL							3,880.00	21.48	3,858.52

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT ----
FUND 101 GENERAL FUND								
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING								
2066		12/19	AP	06/21/19	0000000	COURIER LEGAL COMMUNICATIONS	28.01	06/27/19
						PH NTC-DA W/TJADEN		
2066		12/19	AP	06/21/19	0000000	COURIER LEGAL COMMUNICATIONS	18.67	06/27/19
						PH NTC-S.MAIN PKNG LOT		
2066		12/19	AP	06/21/19	0000000	COURIER LEGAL COMMUNICATIONS	14.25	06/27/19
						PH NTC-CYBER LN PUBL.IMPR		
2026		12/19	AP	06/14/19	0000000	COURIER LEGAL COMMUNICATIONS	445.70	06/27/19
						6/3/19 CC MTG.MINS/BILLS		
2026		12/19	AP	06/07/19	0000000	COURIER LEGAL COMMUNICATIONS	21.62	06/27/19
						PH NTC-REZONE 2600 GROVE		
2026		12/19	AP	06/07/19	0000000	COURIER LEGAL COMMUNICATIONS	372.32	06/27/19
						ORD 2943-OPERATIONS		
2026		12/19	AP	06/07/19	0000000	COURIER LEGAL COMMUNICATIONS	162.36	06/27/19
						ORD 2942-REORG PWP TO OM		
2026		12/19	AP	06/07/19	0000000	COURIER LEGAL COMMUNICATIONS	1,299.62	06/27/19
						ORD 2941-REORG MOPS TO PW		
2026		12/19	AP	06/07/19	0000000	COURIER LEGAL COMMUNICATIONS	504.42	06/27/19
						ORD 2940-REORG.CITY		
2026		12/19	AP	05/31/19	0000000	COURIER LEGAL COMMUNICATIONS	39.80	06/27/19
						NPDES NOTICE		
2026		12/19	AP	05/31/19	0000000	COURIER LEGAL COMMUNICATIONS	401.96	06/27/19
						5/20/19 CC MTG.MINS/BILLS		
8		01/20	AP	06/03/19	0000000	MUNICIPAL CODE CORPORATION	450.00	06/27/19
						ANNUAL SUPPORT FEE		
						6/1/19-5/31/20		
						ACCOUNT TOTAL	3,758.73	3,758.73
							.00	
101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION								
2026		12/19	AP	06/21/19	0000000	PARKADE PRINTER, INC.	4.45	06/27/19
						#10 NON-WINDOW ENVELOPES		
						ACCOUNT TOTAL	4.45	4.45
							.00	
101-1199-441.88-20 OUTSIDE AGENCIES / LOBBYIST								
8		01/20	AP	07/01/19	0000000	EIDE & HEISINGER LLC	3,500.00	06/27/19
						LOBBYING FEE-JULY'19		
						ACCOUNT TOTAL	3,500.00	3,500.00
							.00	
101-1199-441.89-11 MISCELLANEOUS SERVICES / LEAGUE DUES								
8		01/20	AP	06/15/19	0000000	IOWA LEAGUE-CITIES	11,544.00	06/27/19
						2019-2020 MEMBERSHIP DUES		
						7/1/19-6/30/20		
						ACCOUNT TOTAL	11,544.00	11,544.00
							.00	

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-2203-423.88-10						OUTSIDE AGENCIES / BLACK HAWK COUNTY HEALTH		
8		01/20 AP		07/01/19	0000000	BLACK HAWK CO.HEALTH DEPT.	3,250.00	06/27/19
						PAYMENT FOR FY20-1ST QTR		
						ACCOUNT TOTAL	3,250.00	3,250.00
101-2203-423.88-38						OUTSIDE AGENCIES / CEDAR VALLEY SOCCER		
8		01/20 AP		07/01/19	0000000	CEDAR VALLEY YOUTH SOCCER ASS	2,500.00	06/27/19
						PAYMENT FOR FY20-1ST QTR		
						ACCOUNT TOTAL	2,500.00	2,500.00
101-2205-432.72-19						OPERATING SUPPLIES / PRINTING		
2026		12/19 AP		06/21/19	0000000	PARKADE PRINTER, INC.	11.13	06/27/19
						#10 NON-WINDOW ENVELOPES		
						ACCOUNT TOTAL	11.13	11.13
101-2205-432.86-09						REPAIR & MAINTENANCE / OFFICE MACHINE MAINT.		
2074		12/19 AP		06/19/19	0000000	ADVANCED SYSTEMS INC.	16.07	06/27/19
						IR 6255 COPIER MTE		
						04/24/19-05/20/19-FINAL		
						ACCOUNT TOTAL	16.07	16.07
101-2225-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES		
2026		12/19 AP		06/21/19	0000000	PARKADE PRINTER, INC.	40.07	06/27/19
						#10 NON-WINDOW ENVELOPES		
2033		12/19 AP		06/14/19	0000000	AWARDS, GIFTS & ENGRAVING	16.50	06/27/19
						NAME BADGE MAGNET		
						CLAYPOOL,ARMSTRONG		
						ACCOUNT TOTAL	56.57	56.57
101-2225-432.72-18						OPERATING SUPPLIES / SURVEYING		
2033		12/19 AP		06/18/19	0000000	UBBEN BUILDING SUPPLY, INC.	650.00	06/27/19
						LATH,LUMBER		
						ACCOUNT TOTAL	650.00	650.00
101-2225-432.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES		
2026		12/19 AP		06/18/19	0000000	CINTAS FIRST AID & SAFETY	30.69	06/27/19
						RESTOCK FIRST AID CABINET		
						ACCOUNT TOTAL	30.69	30.69

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	----TRANSACTION---- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2225-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
2033		12/19 AP		06/17/19	0000000	TERRACON CONSULTANTS, INC. SERVICES 5/31-6/8/19	536.77		06/27/19
						3186-PARK RIDGE EST. SUB.			
						PROJECT#: 023186			
2033		12/19 AP		05/31/19	0000000	SNYDER & ASSOCIATES, INC. SERVICES THRU 04/30/19	30,443.72		06/27/19
						3174-GEN.ENGINEERING 2019			
						PROJECT#: 023174			
2033		12/19 AP		05/06/19	0000000	TERRACON CONSULTANTS, INC. SERVICES 4/24-4/27/19	360.81		06/27/19
						3186-PARK RIDGE EST. SUB.			
						PROJECT#: 023186			
						ACCOUNT TOTAL	31,341.30	.00	31,341.30
101-2225-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE									
2033		12/19 AP		06/20/19	0000000	MIDAMERICAN ENERGY 05/21/19-06/20/19	10.42		06/27/19
						FINCHFORD RIVER GAUGE			
						ACCOUNT TOTAL	10.42	.00	10.42
101-2225-432.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2074		12/19 AP		06/19/19	0000000	ADVANCED SYSTEMS INC. 04/24/19-05/20/19-FINAL	43.45		06/27/19
						IR C5255 COPIER MTE			
2074		12/19 AP		06/19/19	0000000	ADVANCED SYSTEMS INC. 04/24/19-05/20/19-FINAL	80.57		06/27/19
						IR C5255 COPIER MTE			
						ACCOUNT TOTAL	124.02	.00	124.02
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2026		12/19 AP		06/21/19	0000000	PARKADE PRINTER, INC. #10 NON-WINDOW ENVELOPES	11.13		06/27/19
						ACCOUNT TOTAL	11.13	.00	11.13
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS									
2033		12/19 AP		06/14/19	0000000	AWARDS, GIFTS & ENGRAVING CASTLE, PEREZ, WITRY	24.75		06/27/19
						NAME BADGE MAGNET			
2033		12/19 AP		06/10/19	0000000	SERVICEWEAR APPAREL, INC. LOGO SHIRTS-CASTLE	144.49		06/27/19
						LOGO SHIRTS-CASTLE			
2033		12/19 AP		06/06/19	0000000	SERVICEWEAR APPAREL, INC. HENDERSON, MAI, WILKENS	519.05		06/27/19
						LOGO SHIRTS-WARDELL,			
2033		12/19 AP		05/31/19	0000000	SERVICEWEAR APPAREL, INC. LOGO SHIRTS-REKWARD	185.83		06/27/19
						LOGO SHIRTS-REKWARD			
2074		12/19 AP		05/28/19	0000000	WERTJES UNIFORMS CASTLE	40.25		06/27/19
						BADGE CASE			
2074		12/19 AP		05/28/19	0000000	WERTJES UNIFORMS CODE ENFORCEMENT-REKWARD	120.25		06/27/19
						BADGE CASE, BADGE			

GROUP	PO	ACCTG	----	TRANSACTION	----				
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS							continued		
ACCOUNT TOTAL							1,034.62	0.00	1,034.62
101-2235-412.72-19 OPERATING SUPPLIES / PRINTING									
2033		12/19	AP	06/17/19	0000000	PARKADE PRINTER, INC.	184.00		06/27/19
						4 PLY BLDG. INSP. SVCS. CARD			
ACCOUNT TOTAL							184.00	0.00	184.00
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
2026		12/19	AP	06/18/19	0000000	CINTAS FIRST AID & SAFETY	30.70		06/27/19
						RESTOCK FIRST AID CABINET			
2033		12/19	AP	06/14/19	0000000	CINTAS FIRST AID & SAFETY	670.80		06/27/19
						ENGINEERING TRUCK KIT			
ACCOUNT TOTAL							701.50	0.00	701.50
101-2235-412.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2074		12/19	AP	06/19/19	0000000	ADVANCED SYSTEMS INC.	43.45		06/27/19
						IR C5255 COPIER MTE			
						04/24/19-05/20/19-FINAL			
2074		12/19	AP	06/19/19	0000000	ADVANCED SYSTEMS INC.	4.71		06/27/19
						IR C5255 COPIER MTE			
						04/24/19-05/20/19-FINAL			
ACCOUNT TOTAL							48.16	0.00	48.16
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING									
2026		12/19	AP	06/21/19	0000000	PARKADE PRINTER, INC.	40.07		06/27/19
						#10 NON-WINDOW ENVELOPES			
ACCOUNT TOTAL							40.07	0.00	40.07
101-2245-442.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2074		12/19	AP	06/19/19	0000000	ADVANCED SYSTEMS INC.	0.03		06/27/19
						IR C5255 COPIER MTE			
						04/24/19-05/20/19-FINAL			
2074		12/19	AP	06/19/19	0000000	ADVANCED SYSTEMS INC.	26.79		06/27/19
						IR 6255 COPIER MTE			
						04/24/19-05/20/19-FINAL			
ACCOUNT TOTAL							26.82	0.00	26.82
101-2253-423.72-28 OPERATING SUPPLIES / PLAYGROUND CRAFT SUPPLIES									
9		01/20	AP	07/20/19	0000000	HICK'S PLACE, INC.	910.00		06/27/19
						CAMP CF FIELD TRIPS			
ACCOUNT TOTAL							910.00	0.00	910.00

GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-2280-423.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			
13		01/20 AP		07/18/19	0000000	GOTERA, MELINA	300.00		06/27/19
						CONCERT PERFORMANCE 7/18			
13		01/20 AP		07/11/19	0000000	BRUCHER, J DELFS	250.00		06/27/19
						CONCERT PERFORMANCE 7/11			
13		01/20 AP		07/07/19	0000000	SCHNEIDER, RALDO	300.00		06/27/19
						CONCERT PERFORMANCE 7/7			
						PEDALFEST -PFEIFFER PARK			
						ACCOUNT TOTAL	850.00	.00	850.00
101-4511-414.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
2026		12/19 AP		06/21/19	0000000	PARKADE PRINTER, INC.	4.45		06/27/19
						#10 NON-WINDOW ENVELOPES			
2066		12/19 AP		06/19/19	0000000	OFFICE DEPOT	26.13		06/27/19
						PAPER-PSS PACKETS			
						ACCOUNT TOTAL	30.58	.00	30.58
101-4511-414.72-02						OPERATING SUPPLIES / LAUNDRY			
2062		12/19 AP		06/17/19	0000000	ARAMARK	6.00		06/27/19
						MOPS;TOWELS-STATION #1			
						ACCOUNT TOTAL	6.00	.00	6.00
101-4511-414.72-09						OPERATING SUPPLIES / EQUIPMENT REPAIR			
2062		12/19 AP		06/07/19	0000000	SUPERIOR WELDING SUPPLY	134.40		06/27/19
						RECHARGE EXTINGUISHERS			
						PINNACLE CARE TRAINING			
						ACCOUNT TOTAL	134.40	.00	134.40
101-4511-414.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES			
11		01/20 AP		04/30/19	0000000	NATIONAL FIRE PROTECTION ASSO	1,575.00		06/27/19
						MEMB.RENEWAL-ALL ACCESS			
						THRU 07/24/20			
						ACCOUNT TOTAL	1,575.00	.00	1,575.00
101-4511-414.72-19						OPERATING SUPPLIES / PRINTING			
2062		12/19 AP		06/19/19	0000000	ADVANCED SYSTEMS INC.	3.96		06/27/19
						STATION 3/CANON IR1025IF			
						04/24/19-05/21/19-FINAL			
2062		12/19 AP		06/19/19	0000000	ADVANCED SYSTEMS INC.	22.41		06/27/19
						STATION 1/CANON IR2525			
						04/24/19-05/21/19-FINAL			
2067		12/19 AP		06/19/19	0000000	ADVANCED SYSTEMS INC.	11.17		06/27/19
						PSS FIRE:CANON/IR2525			
						04/24/19-05/20/19-FINAL			
						ACCOUNT TOTAL	37.54	.00	37.54

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-4511-414.73-10						OTHER SUPPLIES / HEADQUARTER SUPPLIES		
2062		12/19 AP		06/17/19	0000000	O'DONNELL ACE HARDWARE	3.38	06/27/19
						SMOKE DETECTOR RODS-INSF.		
						ACCOUNT TOTAL	3.38	0.00 3.38
101-4511-414.81-71						PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH		
14		01/20 AP		06/20/19	0000000	BLACK HAWK CO.AUDITOR	25,901.04	06/27/19
						FY20 Q1 CONSOLIDATED COMM		
						ACCOUNT TOTAL	25,901.04	0.00 25,901.04
101-4511-414.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE		
2062		12/19 AP		05/13/19	0000000	OUTDOOR & MORE	192.06	06/27/19
						HIGH OCTANE FUEL-STAT.#1		
						ACCOUNT TOTAL	192.06	0.00 192.06
101-4511-414.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE		
2062		12/19 AP		06/19/19	0000000	WERTJES UNIFORMS	108.75	06/27/19
						PSO UNIFORM ALLOW.-BOOTS		
2062		12/19 AP		05/29/19	0000000	WERTJES UNIFORMS	363.96	06/27/19
						PSO UNIFORM ALLOWANCE		
2062		12/19 AP		05/23/19	0000000	WERTJES UNIFORMS	59.99	06/27/19
						UNIFORM ALLOWANCE-PANTS		
2062		12/19 AP		05/22/19	0000000	WERTJES UNIFORMS	160.23	06/27/19
						UNIFORM ALLOW.-BELT;PANTS		
2062		12/19 AP		05/22/19	0000000	WERTJES UNIFORMS	233.98	06/27/19
						UNIF. ALLOW.-SHORTS;PANTS		
2062		12/19 AP		05/14/19	0000000	WERTJES UNIFORMS	357.96	06/27/19
						PSO UNIFORM ALLOWANCE		
2062		12/19 AP		05/14/19	0000000	WERTJES UNIFORMS	363.96	06/27/19
						PSO UNIFORM ALLOWANCE		
2062		12/19 AP		05/14/19	0000000	WERTJES UNIFORMS	363.96	06/27/19
						PSO UNIFORM ALLOWANCE		
2062		12/19 AP		05/14/19	0000000	WERTJES UNIFORMS	363.96	06/27/19
						PSO UNIFORM ALLOWANCE		
						ACCOUNT TOTAL	2,376.75	0.00 2,376.75
101-4511-414.93-01						EQUIPMENT / EQUIPMENT		
2062		12/19 AP		06/21/19	0000000	O'DONNELL ACE HARDWARE	106.36	06/27/19
						HOSE EQUIPMENT-501		
						ACCOUNT TOTAL	106.36	0.00 106.36

GROUP	PO	ACCTG	----	TRANSACTION----					CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2026		12/19	AP	06/21/19	0000000	PARKADE PRINTER, INC.	4.45		06/27/19
2067		12/19	AP	06/19/19	0000000	STOREY KENWORTHY	85.66		06/27/19
2066		12/19	AP	06/19/19	0000000	OFFICE DEPOT	26.13		06/27/19
2066		12/19	AP	06/13/19	0000000	OFFICE DEPOT	166.62		06/27/19
2067		12/19	AP	06/11/19	0000000	PARKADE PRINTER, INC.	69.83		06/27/19
ACCOUNT TOTAL							352.69	.00	352.69
101-5521-415.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES									
2067		12/19	AP	06/12/19	0000000	PROFESSIONAL LAWN CARE, LLC	213.75		06/27/19
ACCOUNT TOTAL							213.75	.00	213.75
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2067		12/19	AP	06/18/19	0000000	POSITIVE PROMOTIONS, INC.	258.45		06/27/19
2067		12/19	AP	06/14/19	0000000	BENTON BUILDING CENTER	72.90		06/27/19
2067		12/19	AP	06/13/19	0000000	POLK'S LOCK SERVICE, INC.	3.00		06/27/19
2067		12/19	AP	06/10/19	0000000	POLK'S LOCK SERVICE, INC.	8.50		06/27/19
2067		12/19	AP	06/07/19	0000000	POSITIVE PROMOTIONS, INC.	248.45		06/27/19
2067		12/19	AP	06/04/19	0000000	MIRACLE CAR WASH, INC.	21.90		06/27/19
ACCOUNT TOTAL							613.20	.00	613.20
101-5521-415.72-19 OPERATING SUPPLIES / PRINTING									
2067		12/19	AP	06/21/19	0000000	LEVERAGE DIGITAL IMAGING	132.00		06/27/19
2067		12/19	AP	06/19/19	0000000	ADVANCED SYSTEMS INC.	3.73		06/27/19
2067		12/19	AP	01/24/19	0000000	PARKADE PRINTER, INC.	247.67		06/27/19
ACCOUNT TOTAL							383.40	.00	383.40

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-5521-415.72-20					OPERATING SUPPLIES / OFFICERS EQUIPMENT			
2067		12/19 AP		06/14/19	0000000 WERTJES UNIFORMS	62.00		06/27/19
					OPT.EQUIP.-BATON SCABBARD TJ FEY			
2067		12/19 AP		06/14/19	0000000 WERTJES UNIFORMS	38.95		06/27/19
					OPT.EQUIPMENT-ASP BATON THOMAS BALTES			
2067		12/19 AP		06/11/19	0000000 WERTJES UNIFORMS	60.35		06/27/19
					OPT.EQUIPMENT-HANDCUFFS CARSON BARRON			
2067		12/19 AP		06/11/19	0000000 WERTJES UNIFORMS	2.00		06/27/19
					OPT.EQUIP.-EARPIECE CORD ERIC VAN HORN			
2067		12/19 AP		06/10/19	0000000 MIDWEST DEFENSE SOLUTIONS, LL	585.00		06/27/19
					OPT.EQUIPMENT-FLASHLIGHTS SEE ATTACHED LIST			
2067		12/19 AP		06/07/19	0000000 WERTJES UNIFORMS	29.99		06/27/19
					OPT.EQUIPMENT-HANDCUFFS CLINT FERGUSON			
2067		12/19 AP		05/29/19	0000000 WERTJES UNIFORMS	308.73		06/27/19
					INTL.EQUIP.-NEW OFFICER LUCAS SCHMIDT			
2067		12/19 AP		05/29/19	0000000 WERTJES UNIFORMS	393.64		06/27/19
					INTL.EQUIP.-NEW OFFICER LUCAS SCHMIDT			
2067		12/19 AP		05/10/19	0000000 WERTJES UNIFORMS	178.00		06/27/19
					OPT.EQUIPMENT-HOLSTER ADAM HANCOCK			
14		01/20 AP		07/01/19	0000000 MIDWEST DEFENSE SOLUTIONS, LL	2,340.00		06/27/19
					OPT.EQUIPMENT-FLASHLIGHTS SEE ATTACHED LIST			
ACCOUNT TOTAL						3,998.66	.00	3,998.66
101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM								
2067		12/19 AP		06/19/19	0000000 ABC EMBROIDERY, INC.	19.50		06/27/19
					NAME TAGS-CORY HINES			
2067		12/19 AP		06/19/19	0000000 ABC EMBROIDERY, INC.	19.50		06/27/19
					NAME TAGS-ADAM SPRAY			
2067		12/19 AP		06/19/19	0000000 ABC EMBROIDERY, INC.	19.50		06/27/19
					NAME TAGS-ADAM ARIES			
2067		12/19 AP		06/14/19	0000000 WERTJES UNIFORMS	629.03		06/27/19
					INTL.UNIFORM-NEW RESERVE ADAM SPRAY			
2067		12/19 AP		06/14/19	0000000 WERTJES UNIFORMS	660.69		06/27/19
					INTL.UNIFORM-NEW RESERVE ADAM ARIES			
2067		12/19 AP		06/14/19	0000000 WERTJES UNIFORMS	706.44		06/27/19
					INTL.EQUIP.-NEW RESERVE ADAM ARIES			
2067		12/19 AP		06/14/19	0000000 WERTJES UNIFORMS	190.97		06/27/19
					INTL.EQUIP.-NEW RESERVE ADAM ARIES			
2067		12/19 AP		06/13/19	0000000 WERTJES UNIFORMS	225.97		06/27/19
					INTL.EQUIP.-NEW RESERVE ADAM SPRAY			
2067		12/19 AP		06/12/19	0000000 WERTJES UNIFORMS	633.49		06/27/19
					INTL.UNIFORM-NEW RESERVE CORY HINES			
2067		12/19 AP		06/12/19	0000000 WERTJES UNIFORMS	325.70		06/27/19
					INTL.EQUIP.-NEW RESERVE CORY HINES			
2067		12/19 AP		06/12/19	0000000 WERTJES UNIFORMS	159.93		06/27/19
					INTL.EQUIP.-NEW RESERVE CORY HINES			
2067		12/19 AP		06/12/19	0000000 WERTJES UNIFORMS	648.43		06/27/19
					INTL.EQUIP.-NEW RESERVE ADAM SPRAY			

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM						continued		
2067		12/19 AP		06/10/19 0000000	MIDWEST DEFENSE SOLUTIONS, LL GRIFFEN/ERICKSON	234.00		06/27/19
2067		12/19 AP		05/10/19 0000000	WERTJES UNIFORMS	178.00		06/27/19
14		01/20 AP		07/01/19 0000000	MIDWEST DEFENSE SOLUTIONS, LL MATT BUCK	117.00		06/27/19
ACCOUNT TOTAL						4,768.15	.00	4,768.15
101-5521-415.81-71 PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH								
14		01/20 AP		06/20/19 0000000	BLACK HAWK CO.AUDITOR	52,586.96		06/27/19
FY20 Q1 CONSOLIDATED COMM								
ACCOUNT TOTAL						52,586.96	.00	52,586.96
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
2067		12/19 AP		06/11/19 0000000	IOWA LAW ENFORCEMENT ACADEMY HANNAH HOFFA	125.00		06/27/19
2067		12/19 AP		06/11/19 0000000	IOWA LAW ENFORCEMENT ACADEMY JOHNSTON;05/28-05/31/19	500.00		06/27/19
2067		12/19 AP		05/24/19 0000000	IOWA LAW ENFORCEMENT ACADEMY JOHNSTON;05/06-05/10/19	500.00		06/27/19
14		01/20 AP		04/09/19 0000000	BLACK HAWK CO.SHERIFF 07/01/19-06/30/20	500.00		06/27/19
BHCO TRAINING RANGE FEE								
ACCOUNT TOTAL						1,625.00	.00	1,625.00
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE								
2067		12/19 AP		06/14/19 0000000	WERTJES UNIFORMS	601.50		06/27/19
2067		12/19 AP		06/14/19 0000000	WERTJES UNIFORMS MIKE HAYES	15.90		06/27/19
2067		12/19 AP		06/11/19 0000000	WERTJES UNIFORMS ERIC VAN HORN	104.00		06/27/19
2067		12/19 AP		06/07/19 0000000	WERTJES UNIFORMS JON GERZEMA	348.22		06/27/19
2067		12/19 AP		06/07/19 0000000	WERTJES UNIFORMS HANNAH HOFFA	94.00		06/27/19
2067		12/19 AP		06/05/19 0000000	WERTJES UNIFORMS MIKE HAYES	258.00		06/27/19
2067		12/19 AP		05/31/19 0000000	WERTJES UNIFORMS MARISSA ABBOTT	92.00		06/27/19
2067		12/19 AP		05/30/19 0000000	WERTJES UNIFORMS MARTY BECKNER	223.96		06/27/19
2067		12/19 AP		05/30/19 0000000	WERTJES UNIFORMS KARI REA	92.00		06/27/19

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE						continued			
2067		12/19	AP	05/29/19	0000000	WERTJES UNIFORMS	72.30		06/27/19
						INTL.UNIFORM-NEW OFFICER			
2067		12/19	AP	05/29/19	0000000	WERTJES UNIFORMS	884.49		06/27/19
						INTL.UNIFORM-NEW OFFICER			
2067		12/19	AP	05/28/19	0000000	WERTJES UNIFORMS	160.00		06/27/19
						UNIFORM ALLOWANCE-PANTS			
2067		12/19	AP	05/17/19	0000000	WERTJES UNIFORMS	7.50		06/27/19
						UNIFORM ALLOW.-REPAIRS			
2067		12/19	AP	05/17/19	0000000	WERTJES UNIFORMS	45.00		06/27/19
						UNIFORM ALLOWANCE-POLO			
2067		12/19	AP	05/14/19	0000000	WERTJES UNIFORMS	170.00		06/27/19
						UNIFORM ALLOW-POLOS;PANTS			
						SCOTT DOUGAN			
						ACCOUNT TOTAL	3,168.87	.00	3,168.87
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY									
2067		12/19	AP	06/05/19	0000000	WATERLOO, CITY OF	7,903.00		06/27/19
						ANIMAL CALLS;5/1-5/30/19			
						ACCOUNT TOTAL	7,903.00	.00	7,903.00
101-7713-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2032		12/19	AP	06/11/19	0000000	MENARDS-CEDAR FALLS	58.75		06/27/19
						HYDRANT REPAIR			
2032		12/19	AP	05/31/19	0000000	NAPA AUTO PARTS	84.32		06/27/19
						PARTS AND EXPENSES MAY'19			
						ACCOUNT TOTAL	143.07	.00	143.07
101-7716-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2050		12/19	AP	06/20/19	0000000	MARTIN BROS.DISTRIBUTING	37.85		06/27/19
						DISINFECTANT, GLASS CLEANR			
						PROJECT#: 062505			
2050		12/19	AP	06/20/19	0000000	MARTIN BROS.DISTRIBUTING	206.77		06/27/19
						DISINFECTANT, GLASS CLEANR			
						PROJECT#: 062507			
2050		12/19	AP	06/20/19	0000000	MARTIN BROS.DISTRIBUTING	1,602.20		06/27/19
						DISINFECTANT, GLASS CLEANR			
						PROJECT#: 062511			
2050		12/19	AP	06/20/19	0000000	MARTIN BROS.DISTRIBUTING	71.80		06/27/19
						DISINFECTANT, GLASS CLEANR			
						PROJECT#: 062514			
2050		12/19	AP	06/20/19	0000000	MARTIN BROS.DISTRIBUTING		593.44	06/27/19
						CREDIT RETURNED PURELL			
						PROJECT#: 062511			
2050		12/19	AP	06/12/19	0000000	O'DONNELL ACE HARDWARE	7.69		06/27/19

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-7716-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							continued		
PLUMBING FITTING									
2050		12/19 AP		06/12/19	0000000	POLK'S LOCK SERVICE, INC. KEYS	11.00		06/27/19
PROJECT#: 062506									
2031		12/19 AP		06/11/19	0000000	JOHNSTONE SUPPLY OF WATERLOO FILTERS	73.32		06/27/19
PROJECT#: 062510									
2050		12/19 AP		06/10/19	0000000	ECHO GROUP, INC. LIGHT BULBS	81.94		06/27/19
PROJECT#: 062514									
2031		12/19 AP		06/04/19	0000000	ECHO GROUP, INC. LIGHT BULBS, SCREWDRIVER SET	210.49		06/27/19
PROJECT#: 062503									
2032		12/19 AP		05/31/19	0000000	NAPA AUTO PARTS PARTS AND EXPENSES MAY'19	2,468.70		06/27/19
ACCOUNT TOTAL							4,771.76	593.44	4,178.32
101-7716-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
2032		12/19 AP		06/12/19	0000000	O'DONNELL ACE HARDWARE EXTENSION CORD	51.99		06/27/19
PROJECT#: 062501									
2031		12/19 AP		06/07/19	0000000	JOHNSTONE SUPPLY OF WATERLOO SCREWDRIVER, NUT DRIVER	42.13		06/27/19
PROJECT#: 062506									
ACCOUNT TOTAL							94.12	.00	94.12
101-7716-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
2050		12/19 AP		06/11/19	0000000	ECHO GROUP, INC. LIGHT BALLAST	114.99		06/27/19
PROJECT#: 062514									
2032		12/19 AP		06/04/19	0000000	PLUMB SUPPLY COMPANY, LLC TOILET- SEAT	299.32		06/27/19
PROJECT#: 062516									
2032		12/19 AP		06/04/19	0000000	PLUMB SUPPLY COMPANY, LLC PLUMBING VALVE REPAIR	34.18		06/27/19
PROJECT#: 062503									
2032		12/19 AP		06/04/19	0000000	PLUMB SUPPLY COMPANY, LLC FLOAT SWITCH	19.19		06/27/19
PROJECT#: 062501									
ACCOUNT TOTAL							467.68	.00	467.68
101-7716-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL									
2050		12/19 AP		06/14/19	0000000	PLUNKETT'S PEST CONTROL, INC	40.00		06/27/19

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-7716-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL						continued			
					PEST CONTROL				
	PROJECT#:	062506							
2050		12/19 AP 06/14/19		0000000	PLUNKETT'S PEST CONTROL, INC	40.00			06/27/19
					PEST CONTROL				
	PROJECT#:	062506							
2050		12/19 AP 06/06/19		0000000	PLUNKETT'S PEST CONTROL, INC	15.00			06/27/19
					PEST CONTROL				
	PROJECT#:	062510							
2050		12/19 AP 02/06/19		0000000	PLUNKETT'S PEST CONTROL, INC	15.00			06/27/19
					PEST CONTROL				
	PROJECT#:	062510							
					ACCOUNT TOTAL	110.00	0.00		110.00
101-7716-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
2031		12/19 AP 06/11/19		0000000	KIDDER CONSTRUCTION, INC.	7,763.68			06/27/19
					EXTERIOR DOOR REPLACEMENT				
	PROJECT#:	062503							
2050		12/19 AP 06/07/19		0000000	CHRISTIE DOOR COMPANY	177.00			06/27/19
					GARAGE DOOR REPAIR				
	PROJECT#:	062506							
2050		12/19 AP 06/06/19		0000000	CHRISTIE DOOR COMPANY	942.22			06/27/19
					DOOR REPAIR				
	PROJECT#:	062506							
2032		12/19 AP 06/05/19		0000000	PROSHIELD FIRE & SECURITY	541.00			06/27/19
					FIRE EXTINGUISHER				
	PROJECT#:	062501							
2032		12/19 AP 06/05/19		0000000	PROSHIELD FIRE & SECURITY	152.00			06/27/19
					FIRE EXTINGUISHER				
	PROJECT#:	062501							
					ACCOUNT TOTAL	9,575.90	0.00		9,575.90
101-7716-446.93-01 EQUIPMENT / EQUIPMENT									
2032		12/19 AP 05/30/19		0000000	VAN METER, INC.	102.57			06/27/19
					HALLWAY LIGHT LENS				
	PROJECT#:	062507							
					ACCOUNT TOTAL	102.57	0.00		102.57
101-7723-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2050		12/19 AP 06/14/19		0000000	TESTAMERICA LABORATORIES, INC	42.00			06/27/19
					WATER TEST PROSHOP				
					ACCOUNT TOTAL	42.00	0.00		42.00

GROUP	PO	ACCTG	----	TRANSACTION----					CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-7733-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
2031		12/19 AP		06/13/19	0000000	BUILDERS SELECT LLC	57.99		06/27/19
						ANCHORS			
2050		12/19 AP		06/13/19	0000000	JORDAN'S NURSERY, INC.	43.99		06/27/19
						ALL PURPOSE FERTILIZER			
2050		12/19 AP		06/13/19	0000000	WAPSIE PINES LAWN CARE/LANDSC	101.93		06/27/19
						PLANTS			
2032		12/19 AP		06/12/19	0000000	MENARDS-CEDAR FALLS	384.90		06/27/19
						DRINKING FOUNTAIN REPAIR			
2032		12/19 AP		06/11/19	0000000	SIGNS BY TOMORROW	9,552.00		06/27/19
						POSTS KITS/SIGNS-PARKS			
2050		12/19 AP		06/11/19	0000000	BENTON'S SAND & GRAVEL, INC.	87.29		06/27/19
						CEMETERY ROCK			
2032		12/19 AP		06/10/19	0000000	O'DONNELL ACE HARDWARE	28.99		06/27/19
						WATER COOLER			
2032		12/19 AP		06/10/19	0000000	STOKES WELDING	174.00		06/27/19
						NEW CHAINSAW CHAINS			
2032		12/19 AP		06/10/19	0000000	STOKES WELDING	500.00		06/27/19
						NEW CHAINSAW 661			
2031		12/19 AP		06/06/19	0000000	BENTON'S SAND & GRAVEL, INC.	71.42		06/27/19
						LANDSCAPE ROCK - CITY HALL			
2032		12/19 AP		06/05/19	0000000	WAPSIE PINES LAWN CARE/LANDSC	4,880.00		06/27/19
						STREET TREES			
2050		12/19 AP		06/05/19	0000000	JORDAN'S NURSERY, INC.	81.94		06/27/19
						PLANTS-2200 TECHNOLOGY			
2032		12/19 AP		05/31/19	0000000	NAPA AUTO PARTS	2,348.55		06/27/19
						PARTS AND EXPENSES MAY'19			
2031		12/19 AP		05/16/19	0000000	D & K PRODUCTS	128.13		06/27/19
						YARD CHEMICALS			
2031		12/19 AP		05/09/19	0000000	D & K PRODUCTS	420.00		06/27/19
						YARD CHEMICALS			
2050		12/19 AP		04/24/19	0000000	CHRISTIE DOOR COMPANY	1,159.00		06/27/19
						DOOR OPENER			
						ACCOUNT TOTAL	20,020.13	.00	20,020.13
101-7733-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
2050		12/19 AP		06/07/19	0000000	COOLEY PUMPING, LLC	85.00		06/27/19
						DROP TOILET TONDRO PRAY			
2050		12/19 AP		06/07/19	0000000	COOLEY PUMPING, LLC	105.00		06/27/19
						DROP TOILET EL DORADO PARK			
						ACCOUNT TOTAL	190.00	.00	190.00
101-7753-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
2056		12/19 AP		06/19/19	0000000	ADVANCED SYSTEMS INC.	213.22		06/27/19
						CANON IRC5255-BALANCE 04/25/19-05/21/19-FINAL			
						ACCOUNT TOTAL	213.22	.00	213.22

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-7753-423.72-28						OPERATING SUPPLIES / PLAYGROUND CRAFT SUPPLIES			
2058		12/19 AP		06/11/19	0000000	THE LIFE GUARD STORE,--SEE NEW POCKET MASKS	22.50		06/27/19
ACCOUNT TOTAL							22.50	.00	22.50
101-7753-423.72-30						OPERATING SUPPLIES / DROP IN EQUIP & SUPPLIES			
2056		12/19 AP		06/12/19	0000000	BSN SPORTS, INC.	237.93		06/27/19
						HOME PLATE, PITCHING RUBBER			
2056		12/19 AP		06/07/19	0000000	COOLEY PUMPING, LLC	85.00		06/27/19
						PORTABLE TOILETS-UNI CRTS			
2056		12/19 AP		06/07/19	0000000	COOLEY PUMPING, LLC	85.00		06/27/19
						PORTABLE TOILETS-LIONS			
ACCOUNT TOTAL							407.93	.00	407.93
101-7753-423.72-32						OPERATING SUPPLIES / ADULT SPORTS SUPPLIES			
2056		12/19 AP		06/10/19	0000000	USA SOFTBALL OF IOWA ADULT TEAM REGISTRATIONS	1,530.00		06/27/19
ACCOUNT TOTAL							1,530.00	.00	1,530.00
101-7753-423.72-41						OPERATING SUPPLIES / POOL CONCESSIONS			
2056		12/19 AP		06/20/19	0000000	CHAD'S PIZZA AND RESTAURANT	48.00		06/27/19
						PIZZA			
2056		12/19 AP		06/20/19	0000000	CHAD'S PIZZA AND RESTAURANT	24.00		06/27/19
						PIZZA			
2056		12/19 AP		06/19/19	0000000	CHAD'S PIZZA AND RESTAURANT	24.00		06/27/19
						PIZZA			
2056		12/19 AP		06/19/19	0000000	DIPPIN' DOTS, LLC	1,302.32		06/27/19
						CONCESSIONS			
2056		12/19 AP		06/18/19	0000000	MYERS-COX COMPANY	208.54		06/27/19
						CONCESSIONS			
2056		12/19 AP		06/18/19	0000000	CHAD'S PIZZA AND RESTAURANT	16.00		06/27/19
						PIZZA			
2056		12/19 AP		06/17/19	0000000	CHAD'S PIZZA AND RESTAURANT	24.00		06/27/19
						PIZZA			
2056		12/19 AP		06/17/19	0000000	CHAD'S PIZZA AND RESTAURANT	24.00		06/27/19
						PIZZA			
2056		12/19 AP		06/16/19	0000000	CHAD'S PIZZA AND RESTAURANT	24.00		06/27/19
						PIZZA			
2056		12/19 AP		06/15/19	0000000	CHAD'S PIZZA AND RESTAURANT	24.00		06/27/19
						PIZZA			
2056		12/19 AP		06/14/19	0000000	CHAD'S PIZZA AND RESTAURANT	24.00		06/27/19
						PIZZA			
2056		12/19 AP		06/13/19	0000000	ATLANTIC COCA-COLA	302.67		06/27/19
						CONCESSIONS			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7753-423.72-41 OPERATING SUPPLIES / POOL CONCESSIONS						continued				
2056		12/19	AP	06/13/19	0000000	CHAD'S PIZZA AND RESTAURANT	24.00			06/27/19
		PIZZA								
2056		12/19	AP	06/13/19	0000000	CHAD'S PIZZA AND RESTAURANT	24.00			06/27/19
		PIZZA								
2056		12/19	AP	06/13/19	0000000	CHAD'S PIZZA AND RESTAURANT	24.00			06/27/19
		PIZZA								
2056		12/19	AP	06/11/19	0000000	MYERS-COX COMPANY	1,683.08			06/27/19
		CONCESSIONS								
2056		12/19	AP	06/11/19	0000000	CHAD'S PIZZA AND RESTAURANT	48.00			06/27/19
		PIZZA								
2056		12/19	AP	06/10/19	0000000	CHAD'S PIZZA AND RESTAURANT	40.00			06/27/19
		PIZZA								
2056		12/19	AP	06/10/19	0000000	CHAD'S PIZZA AND RESTAURANT	32.00			06/27/19
		PIZZA								
2056		12/19	AP	06/10/19	0000000	CHAD'S PIZZA AND RESTAURANT	48.00			06/27/19
		PIZZA								
		ACCOUNT TOTAL					3,968.61	.00		3,968.61
101-7753-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP										
2058		12/19	AP	06/21/19	0000000	PRINT INNOVATIONS	849.98			06/27/19
		MED BALL WALLS INSTALL								
2056		12/19	AP	06/20/19	0000000	POWER SYSTEMS PS, LLC	223.94			06/27/19
		FOAM ROLLERS								
		ACCOUNT TOTAL					1,073.92	.00		1,073.92
101-7753-423.73-17 OTHER SUPPLIES / POOL CHEMICALS										
2056		12/19	AP	06/21/19	0000000	HYDRITE CHEMICAL CO.	1,060.87			06/27/19
		POOL CHEMICALS								
2056		12/19	AP	06/18/19	0000000	ACCO UNLIMITED CORPORATION	1,909.40			06/27/19
		POOL CHEMICALS								
2056		12/19	AP	06/12/19	0000000	CARRICO AQUATIC RESOURCES	48.81			06/27/19
		POOL CHEMICALS								
2056		12/19	AP	06/06/19	0000000	ACCO UNLIMITED CORPORATION	886.80			06/27/19
		POOL CHEMICALS								
		ACCOUNT TOTAL					3,905.88	.00		3,905.88
101-7753-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2056		12/19	AP	06/30/19	0000000	WATERLOO-C.F. UMPIRES ASSOC.	2,079.00			06/27/19
		UMPIRE ADULT SBALL LEAGUE				JUNE 2019				
2056		12/19	AP	06/18/19	0000000	INVISION ARCHITECTURE	4,200.00			06/27/19
		FALLS-LUMP SUM FEE								
		ACCOUNT TOTAL					6,279.00	.00		6,279.00

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-7753-423.86-30						REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP		
2056		12/19	AP	06/19/19	0000000	MAXIMUM SIGHT & SOUND	210.00	06/27/19
2056		12/19	AP	06/10/19	0000000	SPEAKER RE TAP ACCURATE L & DC, LLC DRYER REPAIR	44.00	06/27/19
ACCOUNT TOTAL						254.00	0.00	254.00
101-7753-423.86-31 REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT.								
2056		12/19	AP	06/20/19	0000000	KEYSTONE LABORATORIES, INC.	46.50	06/27/19
2056		12/19	AP	06/13/19	0000000	WATER TESTING-FALLS PLUMB TECH INC.	154.21	06/27/19
2056		12/19	AP	06/13/19	0000000	BOILER REPAIR SENSOR REPLACEMENT PLUMB TECH INC.	703.25	06/27/19
2056		12/19	AP	06/13/19	0000000	BACK FLOW REPAIR PLUMB TECH INC.	1,255.28	06/27/19
2032		12/19	AP	05/31/19	0000000	PVC PIPE,TEES LEAK REPAIR NAPA AUTO PARTS	962.52	06/27/19
2056		12/19	AP	05/15/19	0000000	PARTS AND EXPENSES MAY'19 OUTDOOR & MORE HI LIFT BLADE	47.85	06/27/19
ACCOUNT TOTAL						3,169.61	0.00	3,169.61
101-7753-423.89-06 MISCELLANEOUS SERVICES / INDOOR POOL OPERATIONS								
2056		12/19	AP	06/17/19	0000000	CEDAR FALLS COMMUNITY SCHOOLS BALANCE	16,483.16	06/27/19
ACCOUNT TOTAL						16,483.16	0.00	16,483.16
101-7753-423.89-14 MISCELLANEOUS SERVICES / REFUNDS								
2056		12/19	AP	06/14/19	0000000	MACKEY, KELVIN	275.00	06/27/19
2056		12/19	AP	06/14/19	0000000	REFUND:SBALL LEAGUE REG. EGGLESTON, ASHLEY	19.20	06/27/19
ACCOUNT TOTAL						294.20	0.00	294.20
101-7780-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES								
2064		12/19	AP	06/17/19	0000000	O'DONNELL ACE HARDWARE DRILL BITS, BUCKET & LID FOR CERAMICS LAB	47.36	06/27/19
ACCOUNT TOTAL						47.36	0.00	47.36
101-7780-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE								

GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-7780-423.72-72						OPERATING SUPPLIES / PRODUCTS FOR RESALE	continued	
2064		12/19 AP		06/24/19	0000000	HACHETTE BOOK GROUP	209.88	06/27/19
						GARY KELLEY BOOKS FOR GIFT SHOP		
ACCOUNT TOTAL						209.88	0.00	209.88
101-7780-423.72-73						OPERATING SUPPLIES / GROUNDS SUPPLIES		
2064		12/19 AP		06/18/19	0000000	O'DONNELL ACE HARDWARE	373.05	06/27/19
						SCOOP, PRUNER, SPRAYER, RAKE SHOVEL & SAW FOR GARDEN		
ACCOUNT TOTAL						373.05	0.00	373.05
101-7780-423.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES		
2064		12/19 AP		06/21/19	0000000	ADVANCED SYSTEMS INC.	6.57	06/27/19
						COPIER CONTRACT IR2525 4/24-5/21/19 FINAL		
2064		12/19 AP		06/21/19	0000000	ADVANCED SYSTEMS INC.	15.71	06/27/19
						COPIER CONTRACT IR2525 4/24-5/21/19 FINAL		
ACCOUNT TOTAL						22.28	0.00	22.28
101-7780-423.81-06						PROFESSIONAL SERVICES / PRINTING & PUBLICATION		
2064		12/19 AP		06/20/19	0000000	KAREN'S PRINT-RITE	77.00	06/27/19
						POSTCARDS-FRIENDS MEETING REPRINTED		
ACCOUNT TOTAL						77.00	0.00	77.00
101-7780-423.81-60						PROFESSIONAL SERVICES / EXHIBITION FEES		
2064		12/19 AP		06/24/19	0000000	SYRACUSE UNIVERSITY	1,000.00	06/27/19
						DOWNPAYMENT-TRVLNG EXHIBT 8/2-9/15/19		
ACCOUNT TOTAL						1,000.00	0.00	1,000.00
FUND TOTAL						365,485.90	614.92	364,870.98
FUND 203 TAX INCREMENT FINANCING								
FUND 206 STREET CONSTRUCTION FUND								
206-7737-436.72-16						OPERATING SUPPLIES / TOOLS		
2050		12/19 AP		06/18/19	0000000	GIERKE-ROBINSON COMPANY, INC.	136.57	06/27/19
						BULL FLOAT BLADE		
2032		12/19 AP		06/07/19	0000000	MENARDS-CEDAR FALLS	68.08	06/27/19
						TOOLS FOR #238		
2032		12/19 AP		06/07/19	0000000	MENARDS-CEDAR FALLS		06/27/19
						CREDIT RETURNED ITEMS	5.96	
2032		12/19 AP		05/29/19	0000000	POLK'S LOCK SERVICE, INC.	12.00	06/27/19

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-7737-436.72-16 OPERATING SUPPLIES / TOOLS KEYS									
ACCOUNT TOTAL							216.65	5.96	210.69
206-7737-436.73-32 OTHER SUPPLIES / STREETS									
2050		12/19 AP		06/19/19	0000000	BUILDERS SELECT LLC	43.34		06/27/19
2050		12/19 AP		06/15/19	0000000	LUMBER FOR FORMS ASPRO, INC.	439.12		06/27/19
2050		12/19 AP		06/14/19	0000000	ASPHALT CENTRAL STATES CONCRETE RAMP	4,650.00		06/27/19
2031		12/19 AP		06/11/19	0000000	BUS BENCH SHELTER PAD AND BUILDERS SELECT LLC	8.39		06/27/19
2032		12/19 AP		06/10/19	0000000	LUMBER FOR FORMS PLACE TO PLAY O'DONNELL ACE HARDWARE	19.83		06/27/19
2031		12/19 AP		06/08/19	0000000	BUSHINGS ASPRO, INC.	579.32		06/27/19
2031		12/19 AP		06/06/19	0000000	ASPHALT - TACK ASPRO, INC.	92.40		06/27/19
2032		12/19 AP		05/31/19	0000000	ASPHALT PATCH NAPA AUTO PARTS	668.42		06/27/19
ACCOUNT TOTAL							6,500.82	.00	6,500.82
206-7737-436.86-09 REPAIR & MAINTENANCE / OFFICE MACHINE MAINT.									
2050		12/19 AP		06/19/19	0000000	IR2525 COPIER MTE AGMT ADVANCED SYSTEMS INC. FINAL BILL 4/24-5/20/19	38.14		06/27/19
ACCOUNT TOTAL							38.14	.00	38.14
206-7747-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2050		12/19 AP		06/11/19	0000000	ECHO GROUP, INC.	15.46		06/27/19
2031		12/19 AP		06/10/19	0000000	ELECTRICAL PARTS ECHO GROUP, INC.	114.80		06/27/19
2032		12/19 AP		05/31/19	0000000	ELECTRICAL FUSES NAPA AUTO PARTS	36.26		06/27/19
ACCOUNT TOTAL							166.52	.00	166.52
206-7747-436.72-62 OPERATING SUPPLIES / PAINT									
2031		12/19 AP		06/13/19	0000000	DIAMOND VOGEL PAINT - #64/#55	19.50		06/27/19
2031		12/19 AP		06/03/19	0000000	PAINT SUPPLIES DIAMOND VOGEL PAINT - #64/#55	321.81		06/27/19

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-7747-436.72-62 OPERATING SUPPLIES / PAINT							continued			
2031		12/19 AP		05/20/19	0000000	DIAMOND VOGEL PAINT - #64/#55 TRAFFIC PAINT	354.60			06/27/19
ACCOUNT TOTAL							695.91	.00	695.91	
206-7747-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2050		12/19 AP		06/19/19	0000000	ADVANCED SYSTEMS INC. IR1025IF COPIER MTE AGMT FINAL BILL 4/24-5/20/19	1.89			06/27/19
ACCOUNT TOTAL							1.89	.00	1.89	
206-7747-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
2032		12/19 AP		06/06/19	0000000	MID AMERICAN SIGNAL, INC. RADAR FOR SIGNALS	4,480.00			06/27/19
ACCOUNT TOTAL							4,480.00	.00	4,480.00	
FUND TOTAL							12,099.93	5.96	12,093.97	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2026		12/19 AP		06/21/19	0000000	PARKADE PRINTER, INC. #10 NON-WINDOW ENVELOPES	11.13			06/27/19
2067		12/19 AP		06/19/19	0000000	ADVANCED SYSTEMS INC. PSS FIRE:CANON/IR2525 04/24/19-05/20/19-FINAL	22.36			06/27/19
ACCOUNT TOTAL							33.49	.00	33.49	
FUND TOTAL							33.49	.00	33.49	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING										
2026		12/19 AP		06/21/19	0000000	PARKADE PRINTER, INC. #10 NON-WINDOW ENVELOPES	4.45			06/27/19
ACCOUNT TOTAL							4.45	.00	4.45	
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2033		12/19 AP		05/31/19	0000000	IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT REHAB GA MAY EXPENSES	251.82			06/27/19

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 223 COMMUNITY BLOCK GRANT									
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES						continued			
2033		12/19	AP	05/31/19	0000000	IOWA NORTHLAND REGIONAL CO. O	1,575.90		06/27/19
						ENTITLEMENT REHAB TA			
						MAY EXPENSES			
2033		12/19	AP	05/31/19	0000000	IOWA NORTHLAND REGIONAL CO. O	82.17		06/27/19
						ENTITLEMENT REPAIR GA			
						MAY EXPENSES			
2033		12/19	AP	05/31/19	0000000	IOWA NORTHLAND REGIONAL CO. O	789.59		06/27/19
						CDBG REHAB/REPAIR			
						MAY EXPENSES			
ACCOUNT TOTAL							2,699.48	.00	2,699.48
FUND TOTAL							2,703.93	.00	2,703.93
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION									
2033		12/19	AP	06/18/19	0000000	PETERSON CONTRACTORS	279,036.07		06/27/19
						3153-2019 STREET CONST.			
						PROJECT#: 023153			
2033		12/19	AP	05/06/19	0000000	TERRACON CONSULTANTS, INC.	247.01		06/27/19
						3153-2019 STREET CONST.			
						CEDAR HEIGHTS DR 4/27/19			
						PROJECT#: 023153			
ACCOUNT TOTAL							279,283.08	.00	279,283.08
242-1240-431.97-79 TIF BOND PROJECTS / RIDGEWAY AVE RECONSTRUCT									
2033		12/19	AP	06/24/19	0000000	FOTH INFRASTRUCTURE & ENVIRON	69,114.16		06/27/19
						3172-RIDGEWAY AVE. RECON.			
						SERVICES THRU 03/31/19			
						PROJECT#: 023172			
2033		12/19	AP	06/24/19	0000000	FOTH INFRASTRUCTURE & ENVIRON	40,643.05		06/27/19
						3172-RIDGEWAY AVE. RECON.			
						SERVICES THRU 04/30/19			
						PROJECT#: 023172			
2033		12/19	AP	06/17/19	0000000	TERRACON CONSULTANTS, INC.	196.00		06/27/19
						3172-RIDGEWAY AVE. RECON.			
						SERVICES 6/8/19			
						PROJECT#: 023172			
ACCOUNT TOTAL							109,953.21	.00	109,953.21
FUND TOTAL							389,236.29	.00	389,236.29
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2026		12/19	AP	06/21/19	0000000	PARKADE PRINTER, INC.	4.45		06/27/19
						#10 NON-WINDOW ENVELOPES			
ACCOUNT TOTAL							4.45	.00	4.45

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 254 CABLE TV FUND									
254-1088-431.93-01 EQUIPMENT / EQUIPMENT									
2066		12/19 AP		06/18/19	0000000	B & H PHOTO-VIDEO-PRO AUDIO	2,946.60		06/27/19
						SONY PROFESSIONAL MONITOR			
						PO #56386			
2066		12/19 AP		06/03/19	0000000	MARKERTEK VIDEO SUPPLY	3,238.90		06/27/19
						12-CHANNEL SC MODE FIBER			
						PO # 56375			
						ACCOUNT TOTAL	6,185.50	.00	6,185.50
						FUND TOTAL	6,189.95	.00	6,189.95
FUND 258 PARKING FUND									
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2026		12/19 AP		06/21/19	0000000	PARKADE PRINTER, INC.	11.13		06/27/19
						#10 NON-WINDOW ENVELOPES			
						ACCOUNT TOTAL	11.13	.00	11.13
						FUND TOTAL	11.13	.00	11.13
FUND 261 TOURISM & VISITORS									
261-2291-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
10		01/20 AP		07/01/19	0000000	COMMUNITY FOUNDATION	200.00		06/27/19
						FY20 CV NONPROFIT ASSOC			
						ANNUAL MEMBERSHIP			
						ACCOUNT TOTAL	200.00	.00	200.00
261-7791-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2059		12/19 AP		06/06/19	0000000	SANDEE'S LIMITED	18.10		06/27/19
						NEW LOGO ON STAMP			
						ACCOUNT TOTAL	18.10	.00	18.10
261-7791-423.72-99 OPERATING SUPPLIES / POSTAGE									
2059		12/19 AP		06/25/19	0000000	EXPERIENCE WATERLOO	1,136.80		06/27/19
						JOINT VG MAILINGS			
						MAR/APR/MAY/JUN			
						PROJECT#: 032432			
						ACCOUNT TOTAL	1,136.80	.00	1,136.80
261-7791-423.73-55 OTHER SUPPLIES / MEDIA									
2059		12/19 AP		06/01/19	0000000	PREMIER TRAVEL MEDIA	1,355.00		06/27/19
						JUNE 2019 LEISURE GROUP			
						TRVL PLACMNT-IA TOUR GUID			
						PROJECT#: 032422			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 261 TOURISM & VISITORS									
261-7791-423.73-55 OTHER SUPPLIES / MEDIA							continued		
ACCOUNT TOTAL							1,355.00	.00	1,355.00
261-7791-423.85-21 UTILITIES / COPIER LEASE & USE									
2059		12/19 AP		06/21/19	0000000	ADVANCED SYSTEMS INC.	21.98		06/27/19
						CANON/IR2525 FINAL BILL			4/24/19-5/21/19
ACCOUNT TOTAL							21.98	.00	21.98
261-7791-423.85-50 UTILITIES / COMMUNITY AWARENESS									
2059		12/19 AP		06/24/19	0000000	UNIVERSITY OF NORTHERN IOWA	4,951.00		06/27/19
						TOURISM STRATEGIC PLAN			
2059		12/19 AP		06/11/19	0000000	SANDEE'S LIMITED	47.00		06/27/19
						VOLUNTEER NAMETAGS			RICK; LIBBY; JOHN; WENDY
ACCOUNT TOTAL							4,998.00	.00	4,998.00
261-7791-423.85-52 UTILITIES / TOURISM MARKETING GRANTS									
2073		12/19 AP		05/14/19	0131103	FIRST ROBOTICS COMPETITION		3,000.00	06/26/19
						VOID CHECK-NEW VENDOR			GRANT:2019 FIRST ROBOTICS
ACCOUNT TOTAL							.00	3,000.00	3,000.00-
261-7791-423.88-43 OUTSIDE AGENCIES / COMMUNITY BETTERMENT GRTS									
2059		12/19 AP		06/19/19	0000000	NORTH CEDAR NEIGHBORHOOD ASSN	1,000.00		06/27/19
						GRANT:FOR SIGNAGE FY19			
ACCOUNT TOTAL							1,000.00	.00	1,000.00
261-7791-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2059		12/19 AP		06/18/19	0000000	POLK'S LOCK SERVICE, INC.	100.00		06/27/19
						SERVICE OFFICE BACKDOOR			CRASHBAR LOCK
ACCOUNT TOTAL							100.00	.00	100.00
FUND TOTAL							8,829.88	3,000.00	5,829.88

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE	
								POST DT	
FUND 262	SENIOR SERVICES & COMM CT								
FUND 291	POLICE FORFEITURE FUND								
291-5521-415.89-41	MISCELLANEOUS SERVICES / POLICE EQUIPMENT								
2067		12/19	AP	06/17/19	0000000	4IMPRINT, INC.	2,822.96	06/27/19	
						TRAVEL TUMBLERS-GIVEAWAYS PUBLIC SAFETY OPEN HOUSE			
ACCOUNT TOTAL						2,822.96	.00	2,822.96	
FUND TOTAL						2,822.96	.00	2,822.96	
FUND 292	POLICE RETIREMENT FUND								
FUND 293	FIRE RETIREMENT FUND								
FUND 294	LIBRARY RESERVE								
FUND 295	SOFTBALL PLAYER CAPITAL								
FUND 296	GOLF CAPITAL								
FUND 297	REC FACILITIES CAPITAL								
FUND 298	HEARST CAPITAL								
FUND 311	DEBT SERVICE FUND								
FUND 402	WASHINGTON PARK FUND								
FUND 404	FEMA								
404-1220-431.92-37	STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS								
2033		12/19	AP	06/18/19	0000000	SWISHER & COHRT, P.L.C.	1,750.00	06/27/19	
						2017-FEMA FLOOD BUY-OUT (14) TITLE & ISSUER FEES			
PROJECT#:		012017							
ACCOUNT TOTAL						1,750.00	.00	1,750.00	
FUND TOTAL						1,750.00	.00	1,750.00	
FUND 405	FLOOD RESERVE FUND								
FUND 407	VISION IOWA PROJECT								
FUND 408	STREET IMPROVEMENT FUND								
408-1240-431.92-63	STRUCTURE IMPROV & BLDGS / UNIV AVE RECONSTRUCTION								
2033		12/19	AP	06/19/19	0000000	PETERSON CONTRACTORS	16,096.52	06/27/19	
						3114-UNIV.AVE.RECON.PH.II			
PROJECT#:		023114							
2033		12/19	AP	06/14/19	0000000	FOTH INFRASTRUCTURE & ENVIRON	4,076.59	06/27/19	
						3114-UNIV.AVE.RECON.PH.II SERVICES THRU 05/31/19			
PROJECT#:		023114							
ACCOUNT TOTAL						20,173.11	.00	20,173.11	
FUND TOTAL						20,173.11	.00	20,173.11	

GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT ----
FUND 430 2004 TIF BOND								
430-1220-431.97-55						TIF BOND PROJECTS / GIBSON PROPERTY DEVELOP		
2033		12/19	AP	06/11/19	0000000	CONFLUENCE	17,135.70	06/27/19
						3176-GIBSON MASTER PLAN		
						5/1/19-5/31/19		
PROJECT#:		023176						
ACCOUNT TOTAL						17,135.70	.00	17,135.70
430-1220-431.97-64 TIF BOND PROJECTS / VIKING ROAD EXTENSION								
2033		12/19	AP	05/31/19	0000000	SNYDER & ASSOCIATES, INC.	7,183.50	06/27/19
						3189-INDUSTRIAL PARK EXP.		
						SERVICES THRU 04/30/19		
PROJECT#:		023189						
ACCOUNT TOTAL						7,183.50	.00	7,183.50
430-1220-431.97-82 TIF BOND PROJECTS / STREETScape MAINTENANCE								
2033		12/19	AP	05/31/19	0000000	SNYDER & ASSOCIATES, INC.	2,784.00	06/27/19
						3180-PARCADE BRICK REPLC.		
						SERVICES THRU 04/30/19		
PROJECT#:		023180						
ACCOUNT TOTAL						2,784.00	.00	2,784.00
430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES								
2033		12/19	AP	05/23/19	0000000	AHLERS AND COONEY, P.C.	150.00	06/27/19
						LGL:HWY.58 CORR.URB.RENEW		
						SERVICES THRU 05/19/19		
PROJECT#:								
ACCOUNT TOTAL						150.00	.00	150.00
FUND TOTAL						27,253.20	.00	27,253.20
FUND 431 2014 BOND								
FUND 432 2003 BOND								
FUND 433 2001 TIF								
FUND 434 2000 BOND								
FUND 435 1999 TIF								
FUND 436 2012 BOND								
436-1220-431.94-83						CAPITAL PROJECTS / WEST 1ST STREET		
2033		12/19	AP	06/19/19	0000000	FEDERAL EXPRESS	48.40	06/27/19
						3118-W.1ST ST. RECONST.		
						SHIP TO PENNYMAC-PRCL 58		
PROJECT#:		023118						
ACCOUNT TOTAL						48.40	.00	48.40
436-1220-431.98-62 CAPITAL PROJECTS / CLAY ST. PARK DRAINAGE								
2033		12/19	AP	05/31/19	0000000	SNYDER & ASSOCIATES, INC.	39,166.19	06/27/19

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 436 2012 BOND									
436-1220-431.98-62 CAPITAL PROJECTS / CLAY ST. PARK DRAINAGE						continued			
3146-CLAY ST. PARK DRAIN.						SERVICES THRU 04/30/19			
PROJECT#:						023146			
ACCOUNT TOTAL							39,166.19	.00	39,166.19
FUND TOTAL							39,214.59	.00	39,214.59
FUND 437 2018 BOND									
437-1220-431.98-81 CAPITAL PROJECTS / PICKLE BALL COURTS									
2050						12/19 AP 06/14/19 0000000	31.52		06/27/19
PROJECT#:						ZIP TIES			
ACCOUNT TOTAL							31.52	.00	31.52
FUND TOTAL							31.52	.00	31.52
FUND 438 2020 BOND FUND									
FUND 439 2008 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220-431.98-40 CAPITAL PROJECTS / PUBLIC SAFETY BUILDING									
2033						12/19 AP 06/21/19 0000000	423.00		06/27/19
PROJECT#:						3069-PUBLIC SAFETY BLDG.			
2074						12/19 AP 06/21/19 0000000	2,135.08		06/27/19
PROJECT#:						3069-PUBLIC SAFETY BLDG.			
2033						12/19 AP 06/17/19 0000000	4,470.00		06/27/19
PROJECT#:						3069-PUBLIC SAFETY BLDG.			
2074						12/19 AP 06/17/19 0000000	151.61		06/27/19
PROJECT#:						3069-PUBLIC SAFETY BLDG.			
2033						12/19 AP 06/13/19 0000000	2,597.70		06/27/19
PROJECT#:						(30) HP LED MONITORS			
2033						12/19 AP 06/11/19 0000000		191.96	06/27/19
PROJECT#:						3069-PUBLIC SAFETY BLDG.			
2033						12/19 AP 06/06/19 0000000	534.48		06/27/19
PROJECT#:						3069-PUBLIC SAFETY BLDG.			
2033						12/19 AP 06/06/19 0000000	86.20		06/27/19
PROJECT#:						3069-PUBLIC SAFETY BLDG.			
2033						12/19 AP 06/03/19 0000000		1,234.74	06/27/19
PROJECT#:						MARTIN BROS.DISTRIBUTING			

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 443 CAPITAL PROJECTS									
443-1220-431.98-40 CAPITAL PROJECTS / PUBLIC SAFETY BUILDING						continued			
CREDIT FOR PRICE ADJUST									
PROJECT#:		023069							
2033		12/19 AP		05/31/19	0000000	MARTIN BROS.DISTRIBUTING		726.84	06/27/19
						RETURN (36) WASTEBASKETS			
PROJECT#:		023069							
2033		12/19 AP		05/29/19	0000000	MARTIN BROS.DISTRIBUTING		242.28	06/27/19
						RETURN (12) WASTEBASKETS			
PROJECT#:		023069							
2033		12/19 AP		05/22/19	0000000	MARTIN BROS.DISTRIBUTING	4,930.26		06/27/19
						WASTEBASKETS/RECYCLING			
PROJECT#:		023069							
2033		12/19 AP		03/23/19	0000000	FOSTERS MATTRESS	6,487.92		06/27/19
						3069-PUBLIC SAFETY BLDG.			
PROJECT#:		023069				MATRESSES, HB, NGHTST, SGPT			
ACCOUNT TOTAL							21,816.25	2,395.82	19,420.43
443-1220-431.98-55 CAPITAL PROJECTS / HISTORIC PRESERVATION									
2074		12/19 AP		06/18/19	0000000	TALLGRASS ARCHAEOLOGY, LLC	1,500.00		06/27/19
						3129-DWNTWN.NAT'L RGSTRY.			
PROJECT#:		023129				2ND PMT.WILD DIST.NOMIN.			
ACCOUNT TOTAL							1,500.00	.00	1,500.00
443-1220-431.98-73 CAPITAL PROJECTS / INCLUSIVE PARK									
2050		12/19 AP		06/20/19	0000000	BLACK HAWK RENTAL	47.08		06/27/19
						CONCRETE BUGGIE RENTAL			
2050		12/19 AP		06/18/19	0000000	O'DONNELL ACE HARDWARE	40.80		06/27/19
						ADAPTERS,CONNECTORS PLACE			
PROJECT#:		062518				TO PLAY BATHROOM			
2050		12/19 AP		06/18/19	0000000	O'DONNELL ACE HARDWARE	62.93		06/27/19
						BATHROOM MATERIALS -PLACE			
PROJECT#:		062518				TO PLAY BATHROOM			
2033		12/19 AP		06/17/19	0000000	TERRACON CONSULTANTS, INC.	281.45		06/27/19
						3156-PLACE TO PLAY PARK			
PROJECT#:		023156				SERVICES 5/28-6/8/19			
2050		12/19 AP		06/14/19	0000000	MENARDS-CEDAR FALLS	38.49		06/27/19
						PLUMBING PARTS-PLACE TO			
PROJECT#:		062518				PLAY PARK			
2050		12/19 AP		06/14/19	0000000	O'DONNELL ACE HARDWARE	24.74		06/27/19
						PLUMBING MATERIALS -PLACE			
PROJECT#:		062518				TO PLAY BATHROOM			
2031		12/19 AP		06/13/19	0000000	BENTON'S READY MIX CONCRETE,	4,007.25		06/27/19
						CONCRETE-PARKING LOT P2P			
PROJECT#:		062518				PLACE TO PLAY PARK			
2050		12/19 AP		06/13/19	0000000	MENARDS-CEDAR FALLS	7.36		06/27/19
						PLUMBING PARTS PLACE TO			
						PLAY PARK			

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 443 CAPITAL PROJECTS									
443-1220-431.98-73 CAPITAL PROJECTS / INCLUSIVE PARK						continued			
PROJECT#:		062518							
2031		12/19 AP		06/12/19	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-PARKING LOT P2P	1,696.50		06/27/19
PROJECT#:		062518							
2031		12/19 AP		06/12/19	0000000	BUILDERS SELECT LLC TRIM-PLACE TO PLAY PARK	21.99		06/27/19
PROJECT#:		062518							
2050		12/19 AP		06/12/19	0000000	MENARDS-CEDAR FALLS PINE,TRIM,BOARD PLACE TO	106.98		06/27/19
PROJECT#:		062518							
2031		12/19 AP		06/11/19	0000000	BUILDERS SELECT LLC LUMBER FOR FORMS	62.50		06/27/19
PROJECT#:		062518							
2031		12/19 AP		06/11/19	0000000	BUILDERS SELECT LLC BATHROOM MATERIAL-PLACE	9.14		06/27/19
PROJECT#:		062518							
2031		12/19 AP		06/11/19	0000000	BUILDERS SELECT LLC BATHROOM MATERIAL-P2P	87.96		06/27/19
PROJECT#:		062518							
2032		12/19 AP		06/10/19	0000000	MENARDS-CEDAR FALLS PRMD PINE - PLACE TO PLAY	141.66		06/27/19
PROJECT#:		062518							
2032		12/19 AP		06/06/19	0000000	MENARDS-CEDAR FALLS NAILS - PLACE TO PLAY	24.45		06/27/19
PROJECT#:		062518							
2033		12/19 AP		05/06/19	0000000	TERRACON CONSULTANTS, INC. 3156-PLACE TO PLAY PARK	296.67		06/27/19
PROJECT#:		023156				SERVICES 4/26-4/27/19			
ACCOUNT TOTAL							6,957.95	0.00	6,957.95
FUND TOTAL							30,274.20	2,395.82	27,878.38
FUND 472 PARKADE RENOVATION									
FUND 473 SIDEWALK ASSESSMENT									
FUND 483 ECONOMIC DEVELOPMENT									
483-2245-432.89-02 MISCELLANEOUS SERVICES / PROPERTY TAX REBATES									
2074		12/19 AP		06/01/19	0000000	CEDAR FALLS DEVELOPMENT LLC 2ND ANNUAL REBATE PAYMENT	9,089.60		06/27/19
ACCOUNT TOTAL							9,089.60	0.00	9,089.60
FUND TOTAL							9,089.60	0.00	9,089.60

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 484								ECONOMIC DEVELOPMENT LAND
FUND 541								2018 STORM WATER BONDS
FUND 544								2008 SEWER BONDS
FUND 545								2006 SEWER BONDS
FUND 546								SEWER IMPROVEMENT FUND
FUND 547								SEWER RESERVE FUND
FUND 548								1997 SEWER BOND FUND
FUND 549								1992 SEWER BOND FUND
FUND 550								2000 SEWER BOND FUND
FUND 551								REFUSE FUND
551-7775-436.83-04								TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS
2032		12/19	AP	06/10/19	0000000	30.00		SECRETARY, STATE OF IOWA
								NOTARY APP.-J DONAHUE
								ACCOUNT TOTAL
						30.00	.00	30.00
551-7785-426.81-20								PROFESSIONAL SERVICES / HUMANE SOCIETY
2067		12/19	AP	06/05/19	0000000	1,172.00		WATERLOO, CITY OF
								DEER DISPOSAL;5/1-5/30/19
								ACCOUNT TOTAL
						1,172.00	.00	1,172.00
551-7785-436.72-19								OPERATING SUPPLIES / PRINTING
2032		12/19	AP	06/11/19	0000000	240.00		SIGNS BY TOMORROW
								REPL.SIGNS-RECYCLING FAREWAY STORE WIND DAMAGE
								ACCOUNT TOTAL
						240.00	.00	240.00
551-7785-436.73-01								OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES
2050		12/19	AP	06/19/19	0000000	12.08		O'DONNELL ACE HARDWARE
								HOSE SUPPLIES- TRANS STA
								ACCOUNT TOTAL
						12.08	.00	12.08
551-7785-436.73-05								OTHER SUPPLIES / OPERATING EQUIPMENT
2032		12/19	AP	05/31/19	0000000	127.50		NAPA AUTO PARTS
								PARTS AND EXPENSES MAY'19
								ACCOUNT TOTAL
						127.50	.00	127.50
551-7785-436.87-02								RENTALS / MATERIAL DISPOSAL/HANDLIN
2032		12/19	AP	06/14/19	0000000	1,317.05		MIDWEST ELECTRONIC RECOVERY
								ELECTRONICS RECYCLING
2031		12/19	AP	06/08/19	0000000	246.15		LIBERTY TIRE RECYCLING, LLC
								TIRE RECYCLING
2032		12/19	AP	05/30/19	0000000	39.96		SAM ANNIS & CO.

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 551 REFUSE FUND									
551-7785-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN						continued			
PROPANE TANK REFILL									
2073		12/19	AP	04/30/19	0131030	REPUBLIC SERVICES OF IOWA		808.18	06/26/19
						VOID CHECK-NOT NEEDED			
						BALING WIRE			
						ACCOUNT TOTAL	1,603.16	808.18	794.98
						FUND TOTAL	3,184.74	808.18	2,376.56
FUND 552 SEWER RENTAL FUND									
552-2265-436.72-26 OPERATING SUPPLIES / TESTING & LAB									
2057		12/19	AP	06/20/19	0000000	MIDLAND SCIENTIFIC, INC.	337.41		06/27/19
						LAB SUPPLIES			
2057		12/19	AP	06/13/19	0000000	MIDLAND SCIENTIFIC, INC.	56.32		06/27/19
						LAB SUPPLIES			
2057		12/19	AP	06/13/19	0000000	MIDLAND SCIENTIFIC, INC.	136.60		06/27/19
						LAB SUPPLIES			
						ACCOUNT TOTAL	530.33	.00	530.33
552-2265-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
2057		12/19	AP	06/21/19	0000000	O'DONNELL ACE HARDWARE	213.77		06/27/19
						PLUMBING/HOSE			
2057		12/19	AP	06/21/19	0000000	O'DONNELL ACE HARDWARE	14.69		06/27/19
						PLUMBING SUPPLIES			
2057		12/19	AP	06/20/19	0000000	GIERKE-ROBINSON COMPANY, INC.	86.93		06/27/19
						HANDLES, PROBE			
2057		12/19	AP	06/18/19	0000000	O'DONNELL ACE HARDWARE	26.91		06/27/19
						DISH SOAP			
2057		12/19	AP	06/14/19	0000000	O'DONNELL ACE HARDWARE	16.67		06/27/19
						BULBS			
2057		12/19	AP	06/13/19	0000000	TRACTOR SUPPLY CO.	149.99		06/27/19
						TAILGATE LIFT			
2057		12/19	AP	06/12/19	0000000	O'DONNELL ACE HARDWARE	66.67		06/27/19
						LUBE/OIL			
2057		12/19	AP	06/07/19	0000000	O'DONNELL ACE HARDWARE	8.98		06/27/19
						DRINKING WATER			
2032		12/19	AP	05/31/19	0000000	NAPA AUTO PARTS	37.75		06/27/19
						PARTS AND EXPENSES MAY'19			
2057		12/19	AP	05/22/19	0000000	BENTON BUILDING CENTER	501.79		06/27/19
						LIME			
2057		12/19	AP	05/13/19	0000000	CRESCENT ELECTRIC	1,098.26		06/27/19
						2ND STAGE PANEL			
						ACCOUNT TOTAL	2,222.41	.00	2,222.41

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 552 SEWER RENTAL FUND								
552-2265-436.73-06 OTHER SUPPLIES / BUILDING REPAIR								
2057		12/19	AP	06/08/19	0000000	O'DONNELL ACE HARDWARE	26.36	06/27/19
						PLUMBING SUPPLIES		
						ACCOUNT TOTAL	26.36	26.36
552-2265-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
2057		12/19	AP	06/11/19	0000000	MELLEN & ASSOCIATES, INC.	440.41	06/27/19
						VALVE REPAIR		
2032		12/19	AP	06/07/19	0000000	MENARDS-CEDAR FALLS	20.00	06/27/19
						BAG CONCRETE		
2057		12/19	AP	05/31/19	0000000	ESCO AUTOMATION	781.94	06/27/19
						BIO PROGRAMMING		
						ACCOUNT TOTAL	1,242.35	1,242.35
552-2265-436.86-09 REPAIR & MAINTENANCE / OFFICE MACHINE MAINT.								
2057		12/19	AP	06/19/19	0000000	ADVANCED SYSTEMS INC.	7.02	06/27/19
						PLANT:CANON/IR1025IF-JUN		
						04/24/19-05/22/19-FINAL		
						ACCOUNT TOTAL	7.02	7.02
552-2265-436.86-12 REPAIR & MAINTENANCE / TOWELS								
2057		12/19	AP	06/19/19	0000000	ARAMARK	12.30	06/27/19
						FLOOR MATS/MOPS-WATER REC		
						ACCOUNT TOTAL	12.30	12.30
552-2265-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING								
2057		12/19	AP	06/20/19	0000000	TESTAMERICA LABORATORIES, INC	1,325.00	06/27/19
						LAB TESTS		
2057		12/19	AP	06/18/19	0000000	LONG CROP CONSULTING	1,920.00	06/27/19
						BIOSOLIDS FIELD TESTING		
						ACCOUNT TOTAL	3,245.00	3,245.00
552-2265-436.93-01 EQUIPMENT / EQUIPMENT								
2032		12/19	AP	06/14/19	0000000	STIVERS FORD, INC.	29,208.00	06/27/19
						NEW TRUCK-LIFT STATION		
						FA PW03188		
						ACCOUNT TOTAL	29,208.00	29,208.00
552-7755-436.73-27 OTHER SUPPLIES / IOWA ONE CALL								
2050		12/19	AP	06/13/19	0000000	IOWA ONE CALL	623.70	06/27/19

GROUP	PO	ACCTG	----	TRANSACTION----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 552 SEWER RENTAL FUND									
552-7755-436.73-27 OTHER SUPPLIES / IOWA ONE CALL						continued			
IA ONE CALLS FOR MAY 2019									
ACCOUNT TOTAL							623.70	.00	623.70
552-7755-436.86-09 REPAIR & MAINTENANCE / OFFICE MACHINE MAINT.									
2057		12/19 AP	06/19/19	0000000		ADVANCED SYSTEMS INC.	.12		06/27/19
SEWER:CANON/IR1023IF-JUN						04/24/19-05/22/19-FINAL			
ACCOUNT TOTAL							.12	.00	.12
552-7755-436.86-12 REPAIR & MAINTENANCE / TOWELS									
2057		12/19 AP	06/19/19	0000000		ARAMARK	13.28		06/27/19
FLOOR MATS/MOPS-SEWER									
ACCOUNT TOTAL							13.28	.00	13.28
552-7755-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE									
2057		12/19 AP	05/31/19	0000000		SNYDER & ASSOCIATES, INC.	16,265.88		06/27/19
3182-OAK PARK SEWER REPL.						SERVICES THRU 4/30/19			
PROJECT#: 023182									
ACCOUNT TOTAL							16,265.88	.00	16,265.88
FUND TOTAL							53,396.75	.00	53,396.75
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-2230-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2074		12/19 AP	06/19/19	0000000		ADVANCED SYSTEMS INC.	22.62		06/27/19
IR C5255 COPIER MTE						04/24/19-05/20/19-FINAL			
ACCOUNT TOTAL							22.62	.00	22.62
555-2230-432.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2033		12/19 AP	06/14/19	0000000		PETERSON CONTRACTORS	27,184.42		06/27/19
3192-GRNHLL RD DETENTION						REPAIR			
PROJECT#: 023192									
2031		12/19 AP	06/11/19	0000000		BENTON'S READY MIX CONCRETE,	352.50		06/27/19
CONCRETE - 6510 HUDSON RD									
2032		12/19 AP	06/11/19	0000000		MENARDS-CEDAR FALLS	6.99		06/27/19
SEWER REDUCER									
2032		12/19 AP	06/07/19	0000000		UTILITY EQUIPMENT COMPANY	183.21		06/27/19
EJ FRAME-FOR STORM SEWER						INTAKE			

ACCOUNT ACTIVITY LISTING

GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	

								POST DT	

FUND 555 STORM WATER UTILITY									
555-2230-432.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE						continued			
2031		12/19	AP	06/06/19	0000000	BENTON'S READY MIX CONCRETE,	162.00		06/27/19
						CONCRETE-CB - 3205 W 12TH			
2031		12/19	AP	06/04/19	0000000	BENTON'S READY MIX CONCRETE,	423.00		06/27/19
						CONCRETE-CB-ALGONQUIN			
ACCOUNT TOTAL							28,312.12	.00	28,312.12
FUND TOTAL							28,334.74	.00	28,334.74
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2026		12/19	AP	06/21/19	0000000	PARKADE PRINTER, INC.	4.45		06/27/19
						#10 NON-WINDOW ENVELOPES			
ACCOUNT TOTAL							4.45	.00	4.45
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT									
8		01/20	AP	07/01/19	0000000	CIVICPLUS	12,671.75		06/27/19
						ANN.WEB&MOBILE MAINT&HOST			07/01/19-06/30/20
ACCOUNT TOTAL							12,671.75	.00	12,671.75
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
2026		12/19	AP	06/19/19	0000000	ADVANCED SYSTEMS INC.	152.17		06/27/19
						IR 7086 COPIER-BW			04/24/19-05/20/19
ACCOUNT TOTAL							152.17	.00	152.17
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS									
8		01/20	AP	07/01/19	0000000	SHIELD TECHNOLOGY CORPORATION	9,232.50		06/27/19
						ANNUAL SHIELDWARE MAINT.			7/2019-6/2020
8		01/20	AP	06/03/19	0000000	ACTIVE NETWORK, LLC	15,630.00		06/27/19
						ANNUAL MAXGALAXY SUPPORT			07/01/19-06/30/20
ACCOUNT TOTAL							24,862.50	.00	24,862.50
FUND TOTAL							37,690.87	.00	37,690.87

GROUP	PO	ACCTG	-----TRANSACTION-----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 680 HEALTH INSURANCE FUND								
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE								
	8	01/20 AP		06/05/19	0000000	HOLMES MURPHY & ASSOCIATES LL	2,500.00	06/27/19
						BENEFITS CONSULTING SERV. JULY 2019		
ACCOUNT TOTAL						2,500.00	.00	2,500.00
FUND TOTAL						2,500.00	.00	2,500.00
FUND 681 HEALTH SEVERANCE								
FUND 682 HEALTH INSURANCE - FIRE								
FUND 685 VEHICLE MAINTENANCE FUND								
685-7798-446.72-05 OPERATING SUPPLIES / GAS & OIL								
	2031	12/19 AP		05/31/19	0000000	AIRGAS USA, LLC	65.55	06/27/19
						CUTTING GASES		
	2032	12/19 AP		05/31/19	0000000	NAPA AUTO PARTS	1,298.32	06/27/19
						PARTS AND EXPENSES MAY'19		
ACCOUNT TOTAL						1,363.87	.00	1,363.87
685-7798-446.72-16 OPERATING SUPPLIES / TOOLS								
	2050	12/19 AP		06/20/19	0000000	KAY, PHILIP R.	24.20	06/27/19
						REPLACED DAMAGED SOCKET		
	2032	12/19 AP		05/31/19	0000000	NAPA AUTO PARTS	92.36	06/27/19
						PARTS AND EXPENSES MAY'19		
ACCOUNT TOTAL						116.56	.00	116.56
685-7798-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES								
	2032	12/19 AP		06/07/19	0000000	O'DONNELL ACE HARDWARE	23.38	06/27/19
						DUCT TAPE-PIPE REPAIR #492		
	2032	12/19 AP		05/31/19	0000000	NAPA AUTO PARTS	38,032.13	06/27/19
						PARTS AND EXPENSES MAY'19		
ACCOUNT TOTAL						38,055.51	.00	38,055.51
685-7798-446.86-12 REPAIR & MAINTENANCE / TOWELS								
	2050	12/19 AP		06/18/19	0000000	ARAMARK	33.90	06/27/19
						SHOP TOWELS		
	2031	12/19 AP		06/11/19	0000000	ARAMARK	33.90	06/27/19
						SHOP TOWELS		
ACCOUNT TOTAL						67.80	.00	67.80
685-7798-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS								

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-7798-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS						continued			
2032		12/19 AP		05/31/19	0000000	NAPA AUTO PARTS	756.65		06/27/19
						PARTS AND EXPENSES MAY'19			
ACCOUNT TOTAL							756.65	.00	756.65
685-7798-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
2031		12/19 AP		06/11/19	0000000	CEDAR VALLEY AUTO GLASS INC.	50.00		06/27/19
						INSTALLED GLASS ON LOADER			
						DOOR #280			
2031		12/19 AP		06/05/19	0000000	C & C WELDING & SANDBLASTING	465.75		06/27/19
						WELDING REPAIR #3051			
ACCOUNT TOTAL							515.75	.00	515.75
FUND TOTAL							40,876.14	.00	40,876.14
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03 INSURANCE / LTD INSURANCE									
2066		12/19 AP		06/30/19	0000000	MADISON NATIONAL LIFE INS.CO.	175.88		06/27/19
						LTD-FY19 BILLING ADJMTS			
15		01/20 AP		07/01/19	0000000	MADISON NATIONAL LIFE INS.CO.	3,711.41		06/27/19
						LTD-JULY 2019			
ACCOUNT TOTAL							3,887.29	.00	3,887.29
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
2066		12/19 AP		06/30/19	0000000	STANDARD INSURANCE COMPANY	45.00		06/27/19
						GROUP LIFE AD/D-ADJ FY19			
						ADJUSTMENTS FOR FY19			
15		01/20 AP		07/01/19	0000000	STANDARD INSURANCE COMPANY	3,253.95		06/27/19
						GROUP LIFE AD/D-JULY'19			
ACCOUNT TOTAL							3,298.95	.00	3,298.95
FUND TOTAL							7,186.24	.00	7,186.24
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE									
2050		12/19 AP		06/18/19	0000000	C & C WELDING & SANDBLASTING	15,453.13		06/27/19
						RAILING REPAIR			
ACCOUNT TOTAL							15,453.13	.00	15,453.13

